

Southern Walk – a Van Metre Community

Telecommunication Service Contract

Van Metre Companies
&
Openband of Virginia, LLC

PART B

Brief presented by

Dwayne F. Cotti
21970 Sunstone Court
Broadlands, VA 20148

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1.0 Executive Summary

The evidence contained within this document supports the following summary statement: Van Metre Homes negotiated a 65 Year exclusive telecommunications contract with a company, known as OpenBand of Virginia, LLC, to provide basic TV, telephone and Internet Services. Van Metre co-founded OpenBand of Virginia, LLC with M. C. Dean on behalf of the future residents of Southern Walk. Van Metre created the Southern Walk homeowners Association as a mechanism to collect the mandatory monthly assessment from Southern Walk homeowners. In addition, Van Metre controls the only governing entity, which is the Southern Walk Home Owners Association. The sole purpose of this association is to enforce the "HOA" contract and the mandatory monthly assessment from Southern Walk homeowners as well as approving price increases at their sole discretion. In doing so, Van Metre created an unfair business practice and a telecommunications monopoly for Southern Walk homeowners. In addition, Van Metre refuses to address contractual flaws as identified by Southern Walk homeowners.

In closing, it is my assertion that Van Metre has violated anti-trust laws; Van Metre rejects any accountability for the degradation of services provided by OpenBand to Southern Walk homeowners. Van Metre controls the Southern Walk homeowners association as a means to increase their profitability and earnings through a guaranteed "kickback" from OpenBand for exclusivity within Southern Walk.

2.0 Parties Involved

Van Metre Companies 5252 Lyngate Court Burke, VA 22015 Attn: Laurence Bensignor	Van Metre Companies 44675 Cape Court, Suite 171 Ashburn, VA 20147 703-425-2600 rbarnett@vanmetrehomes.com Attn: Roy Barnett (Board of Directors – Member at Large)
Van Metre Companies 44675 Cape Court, Suite 171 Ashburn, VA 20147 703-723-2800 pleader@vanmetrehomes.com Attn: Pat Leader (Board of Directors – SWHOA Board President) (No longer and employee)	Van Metre Companies 44675 Cape Court, Suite 171 Ashburn, VA 20147 703-425-2600 धारover@vanmetrecompanies.com Attn: Denise Harrover (Board of Directors – SWHOA Board Vice President)
Van Metre Companies 44675 Cape Court, Suite 171 Ashburn, VA 20147 703-723-2800 mholliday@vanmetrehomes.com Attn: Mark Holliday (Board of Directors – SWHOA Board Secretary) (No longer and employee)	<u>OpenBand of Virginia, LLC</u> 22461 Shaw Road Dulles, Virginia 20166 703-802-6231 bdean@mcdean.com Attn: William Dean
M. C. Dean 22461 Shaw Road Dulles, Virginia 20166 703-802-6231 jbrabham@mcdean.com , jbrabham@openband.net Attn: Jim Brabham	Armstrong Management 703-385-1133 twade@armstrong.net Attn: Tom Wade

3.0 Homeowner Concerns and Issue Summary

At the onset of the development of the Southern Walk Community and before a single house was built, Van Metre negotiated with M.C. Dean to create a joint venture call OpenBand. Van Metre then subsequently created and incorporated the Southern Walk @ Broadlands Homeowners Association, Inc. In addition M.C. Dean created OpenBand @ Broadlands LLC, which then spun off two entities: One called Broadlands Communications and the other called OpenBand SPE, II, LLC. Once these entities were established, the Southern Walk @ Broadlands Homeowners Association, Inc. established a contract with one of these OpenBand entities to provide exclusive telecommunications services (TV, Telephone, Internet) to the Southern Walk community through the collection of HOA monthly payments. The contract established and agreed upon on behalf of Southern Walk residents was done so prior to the onset of construction. In addition, the SSWHOA contracted to Armstrong Management to manage the collection of dues from HOA residents.

These actions created the means by which Van Metre and M. C. Dean could prevent competition within Southern Walk and establish a mechanism by which they can control pricing as well as profit from revenues obtained through resident HOA payments.

These are the resident's concerns regarding this situation:

1. The contract established between Southern Walk @ Broadlands has a minimum term of 25 years and a maximum term of 65 years with no option to opt out. Openband has exclusive rights within the Southern Walk community – furthermore 239 (out of 933) Southern Walk homeowners have DirecTV/Dish Network as their primary TV provider – however they are require to pay the mandatory SW HOA fee.
2. New home buyers are required to agree to these terms or they would not be allowed to purchase a home within the community. (Some original purchasers did not have contract terms disclosed. Additionally, Van Metre did not start fully disclosing any terms until 2007 after 90% of the community had been built-out)
3. Purchasers of resale homes are not asked to sign any documents to agree to these terms yet it is implied that the terms are inherited during the resale home purchase, which is a contradiction to the SSWHOA articles of incorporation.
4. Van Metre holds the majority seats on the Southern Walk HOA Board of directors.
5. Current board membership is set at three Van Metre members and two resident members.
6. In June of 2006 and December of 2006, each resident member positions become vacant. **(These seats have since been filled by two residents. However, Van Metre filled the seats through a selection process, not by a community vote)**
7. By the SSWHOA bylaws these positions were to be filled during the first available board meeting or a special meeting is to be called to fill these positions. These replacements would act in these positions until a full community vote can be held in May of 2007.
8. In November of 2006 a nomination for a resident member was brought to Van Metre's attention. Van Metre subsequently rejected that nomination with no explanation.
9. Van Metre cancelled and postponed meetings to prevent this action
10. Pricing for OpenBand services are derived through a comparative analysis of local competitors and set to be "10%" lower than the average prices the competitors set for similar services.

11. The SWHOA board/Van Metre is the sole entity that can approve or disapprove the inclusion of additional competitive pricing in their annual evaluations.
12. Denise Harrover, the VP of the SWHOA Boards and a Van Metre executive, resists adding competitor pricing that could potentially bring pricing down
13. SWHOA residents have identified several areas where the comparative analysis of pricing is inaccurate and flawed.
 - a. TV Pricing was compared with no regard to the number of channels being provided and the existence of an SLA. (Openband provided less channels than competitors and does not provide an SLA)
 - b. Internet pricing is based on a comparison of Openband's Intranet connection speed to competitor Internet throughput speeds. (again no SLA, whereas competitors provide one)
14. Armstrong Management collects information from OpenBand to include within the annual budget for the SWHOA.
15. The SWHOA/Van Metre approves or disapproves this budget which in turn means they approve or disapprove OpenBand's pricing.
16. The collection of HOA payments by Armstrong has generated an excess of \$160,000 in revenue.
17. Through operating agreements, Van Metre is paid 8% of the revenues collected by Armstrong management and paid to Openband through mandatory SWHOA dues. Reference Page 36, Section 5.1 of the operating agreement provided as exhibit A.
18. Through these same operating agreements, Van Metre is also paid 12% of the revenues generated by resident payments for premium services paid directly to OpenBand. Reference Page 36, Section 5.1 of the operating agreement provided as exhibit A.

Based on the information provided within this document, it is the resident's assertion that they are overpaying for sub-standard services under a contract that was not competed. Furthermore, it is our assertion that Van Metre is controlling the amount of our payment and is also profiting from this payment.

4.0 Active Complaints/Unresolved Service Issues

October 23, 2006

Tom Wade
Armstrong Management, Inc.
3949 Pender Drive, Suite 205
Fairfax, VA

To the Southern Walk at Broadlands HOA,

OpenBand is submitting the following *Fee Schedule Change Request* and the attached current Comparable Provider pricing samples for the 2007 calendar year. We provide this proposed 2007 Fee Schedule Summary with the intention of a January rate adjustment.

Proposed 2007 Fee Schedule Summary for Basic Smart Neighborhood Services

Local Phone Service

Verizon Local Phone Line (Ashburn)..... \$24.46

OpenBand 2007 Local Phone **\$22.00**
(10% below Verizon)

Basic Cable Service

Adelphia's Bronzepak Package with first set top
(\$61.15 for Bronzepak plus \$5.00 digital equipment charge) \$66.15

Verizon FIOS Premier Package with first set top
(\$34.95 for bundled Premier Package plus \$3.95 digital equipment charge)..... \$38.90

Loudoun County Competitive Franchised Cable Operators'
Average Digital Basic Service Pricing \$52.53

OpenBand 2007 Basic Cable with first set-top..... \$47.28

(10% below average)

OpenBand will add over thirty new channels to its Smart Neighborhood basic programming package on January 1, 2007. OpenBand has selected a variety of programming which offers something of interest for all audiences, including: sports, children's, religious, lifestyle, International and digital music programming.

High Speed Internet Service

Verizon Fios Internet Service (Up to 30 Mbps/5 Mbps) \$54.95

Verizon Residential DSL (Up to 3 Mbps/768 Kbps) \$29.99

Adelphia Premier Internet (Up to 6 Mbps/768 Mbps) \$49.75

High-Speed Internet :	Down (Kbps)	Up (Kbps)	Avg. Kbps	Price	Bit per Dollar	/	Cost per Bit
Verizon FIOS (30 Mbps / 5Mbps) *	30,000	5,000	17,500	\$54.95	318.47	Kbps/\$	\$0.0031 /Kbps
Verizon DSL (3 Mbps / 768 Kbps) *	3,000	768	1,884	\$29.99	62.82	Kbps/\$	\$0.0159 /Kbps
Adelphia Premier Internet (6 Mbps/ 768 Kbps) *	6,000	768	3,384	\$49.75	68.02	Kbps/\$	\$0.0147 /Kbps
Averages from three Comparable Providers:					149.77	Kbps/\$	\$0.011 /Kbps
OpenBand Glass Mile Internet	100,000	100,000	100,000	\$71.60	1,396.65	Kbps/\$	\$0.0007 /Kbps

Bit Rate Comparison for 2007 Comparable Internet Services

* Comparable speeds are "Up To" the numbers cited. These speeds represent the maximum burstable speed available, not the guaranteed speed, on comparable provider networks. See disclaimers on provider sites for details. The OpenBand "Up To" or maximum burstable speed is 100Mbps (100,000Kbps) bi-directional.

OpenBand 2007 Basic Internet \$71.60

OpenBand proposes a 2007 Smart Neighborhood Basic Service Package Fee of **\$140.88 per subscriber per month** for Southern Walk at Broadlands. This monthly service fee does not include applicable taxes or fees, which are estimated below:

Phone

Federal Universal Service Fund..... \$0.60
Local Number Portability Surcharge \$0.23
3% Federal Tax..... \$0.69
9% County Tax..... \$2.06
Emergency 911 Fee..... \$2.00
Public Right-of-Way Fee..... \$0.64
Relay Center Surcharge..... \$0.16

Cable Television

5% Loudoun Franchise Fee..... \$2.37

Total: \$8.75

*Please note that taxes and fees are subject to change
per Local and Federal regulation. **2007 invoices will
reflect then-current regulation.***

Once you have had a chance to review OpenBand's proposed *Fee Schedule Change Request* and competitive pricing samples for 2007, please contact me with any questions or concerns. I kindly request a written approval for this fee change by December 1, 2006.

Best regards,

Sharon Hawkins
Marketing Director
OpenBand
703-928-8682



22461 Shaw Rd
Dulles, VA 20166
PH: 703-961-1110
FX: 703-421-9036

July 26, 2006

Erika M. Hodell-Corti
21970 Sunstone Court
Ashburn, VA 20148

Dear Ms. Corti,

I have received your recent communications to OpenBand and the Loudoun County Cable and OVS Commission expressing concern for the quality of video service provided by OpenBand. I apologize for the minor delay in responding but wanted to make sure a comprehensive review of your account was performed, which I have included below. This review was solely intended to ensure OpenBand is fully addressing all your concerns on a point by point basis, and to provide our assurance that we will continue to do so in the future. If any of the below information is incorrect, please let us know so that we might completely understand the nature of the problem issues experienced to date.

I have reviewed your account and the trouble tickets you have submitted for video service issues. Records indicate that a credit in the amount of \$16.24 was applied to your account on January 27, 2005 for intermittent HD service problems experienced in January 2005 and reported in the following trouble tickets: 121059, 121243, 122210, 124036 and 124039. A credit of \$1.08 was applied to your account on February 17, 2005 for an HD service interruption that occurred on February 10, 2006 and reported in trouble tickets 126001 and 126006.

According to our records, the next video service trouble ticket was logged on September 21, 2005 for the following reported issue: *audio was going in and out on channel 403* (WJLA Digital - ABC HD). OpenBand technicians, upon inspection of ABC HD signal, found no audio issues. An OpenBand Call Center representative called your residence on September 22 to follow up on this issue and on September 23 for the same and requested that you please call Customer Service if you were still experiencing an audio issue on channel 403. OpenBand received no additional calls on this matter, and the trouble ticket was closed.

I also note that various video service credits were applied to your December 2005 invoice as part of community-wide credits that OpenBand issued for service interruptions which occurred in November and affected various channels for all Southern Walk at Broadlands customers.

On February 4, 2006, I see that you called OpenBand for assistance in authorizing a new set-top box which you received that same day and also submitted a trouble ticket for loss of audio on a handful of HD channels, trouble tickets 206068 and 206189 respectively. The first trouble ticket was closed when a set-top reauthorization was performed, allowing the new set-top box to receive the digital programming options on your account. The latter ticket was closed after a phone conversation with an OpenBand Call Center representative, stating that Mr. Corti would call OpenBand on February 7 if he was still experiencing the audio issues. Ticket was not reopened and no additional notes were logged after February 6, 2006.

On June 20, 2006, I see the first of 10 trouble tickets for video service that have been logged until present. Three of these tickets were submitted on June 20, and two were closed as duplicate entries by OpenBand. The trouble tickets submitted over the last month indicate that you have reported picture and audio issues on local HD channels (TT-238949, 242571, 245740, 246939 and 247096), audio issues on premium channels (i.e., channels 500+) (TT-238949), a video service credit request on July 3, 2006 (TT-242579) and picture and audio problems on specific channels: 29, 35, 49, 52, 55, 62, 75 and 251 (TT-242608 & 243011).

Please note that TT-247096 was closed within 24 hours because this issue was related to an interruption of the source signal broadcast by the programmer and outside of OpenBand's control. This issue was resolved immediately upon receipt of the restored local HD signal.

With regard to the recent trouble tickets on your account, the OpenBand technical team has responded to the issues reported. Actions have included both troubleshooting our distribution system as well as escalating some of the issues with the set-top equipment manufacturer, Scientific Atlanta. Below is a brief summary of the progress we have made to date:

- **Interruptions and/or tiling on HD channels.** OpenBand has verified signal performance outside of your house and, as you know, performed measurements inside. So far, OpenBand has not identified any distribution system problems. Our technical team will need to perform additional troubleshooting, which may involve installing a DVR unit at your house (at no charge) to capture the performance problems;
- **Audio/video synchronization issues.** While some of the issues are unfortunately still inherent with the HD technology, in working with Scientific Atlanta we have determined that there is a software problem in the currently installed version of the Explorer 3250HD firmware, which results in the set-top's failure to meet certain Audio-Video synchronization specifications. OpenBand remains in constant contact with the manufacturer regarding the availability of new firmware that will address the problem and will advise customers of rollout schedule;
- **Intermittent loss of audio on HD channels.** Working with Scientific Atlanta, OpenBand has determined that there is a software problem in the currently installed version of the Explorer 3250HD firmware, which results in the set-top losing the audio feed intermittently. OpenBand remains in constant contact with the manufacturer regarding the availability of new firmware that will address the problem and will advise customers of rollout schedule;
- **Interruptions on analog channels.** So far OpenBand has been unable to reproduce the problem you experienced with the analog channels and one of the standard definition digital channels. Our technical team will continue monitoring system performance. Additionally, if you notice the interruptions again, we would greatly appreciate you informing us of the date and time, and channel(s) affected.

OpenBand sincerely regrets any inconvenience you have experienced as a result of these recurring video service issues. The trouble ticket activity linked to your account in June and July of 2006 has helped OpenBand uncover this video equipment defect, and we are grateful for your patience and continued feedback. To address your service complaints, OpenBand will apply a video service credit to your account in the amount of one hundred thirteen dollars and 94 cents (\$113.94) for HD services, including premiums, for months of June and July. We will continue to monitor your account and apply appropriate credits until these problems are resolved. Our primary concern is ensuring you receive the level of service and satisfaction you deserve as an OpenBand customer.

Month	Service	Qty	Total
June	HD Tier	1	\$11.99
June	HD Set-Top Receiver	2	\$6.00
June	Premium Digital	1	\$41.00
July	HD Tier	1	\$7.95
July	HD Set-Top Receiver	2	\$6.00
July	Premium Digital	1	\$41.00

Premium Video Service Credit: \$113.94

OpenBand will stay in close contact regarding the availability of firmware from Scientific Atlanta and necessary plant adjustments, if any, to ensure that you are provided adequate resolve to you recurring video service issues.

Please be advised that I am also reviewing your *Formal Written Notification* to OpenBand and the Southern Walk HOA Board, dated July 17, 2006. I have requested input from my technical team, and I will provide a detailed response in the coming days.

Thank you for bringing this matter to my attention and please feel free to contact me if you should have additional questions or concerns about the information provided above.

Best regards,

A handwritten signature in dark ink, appearing to read "SHAWKINS", with a stylized flourish at the end.

Sharon Hawkins
Director of Marketing and Communications
(571) 262-8603

cc: Lorie Flading, Loudoun County Cable and OVS Commission



25461 Shaw Rd
Dulles, VA 20166
PH: 703-967-1110
FX: 703-421-9036

September 11, 2006

Dwayne and Erika Cotti
21970 Sunstone Court
Ashburn VA 20148

Dear Mr. and Mrs. Cotti,

I am writing to follow up on recent communications regarding issues with high definition television services that you have reported through OpenBand Trouble Tickets.

Upon the completion of extensive on-site testing of both OpenBand Outside Plant (OSP) and your home's inside video distribution plant in late August, the OpenBand technical team reconfigured the video OSP connection to your home since it was determined the length of your OSP drop, while within specifications, may be contributing to the service issues being experienced. The video connection serving your home has been completely reconfigured and is capable of handling high definition signals without degradation. It is important to note that OpenBand is presently awaiting delivery of a firmware upgrade from set-top equipment manufacturer, Scientific Atlanta, which should further improve the stability of HD service you are receiving.

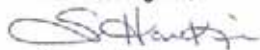
As the Trouble Ticket history on your account suggests this has been an ongoing video service issue, OpenBand will credit your account for all HD fees paid from the time of the first reported service problem of this nature to August 2006, when the OSP configuration issue was identified. Please be advised that a credit will be immediately applied to your OpenBand premium service account in the amount of two hundred seventy dollars and twenty-nine cents. (\$270.29). This credit amount was calculated as follows, and accounts for credits previously issued by OpenBand for HD service issues:

Date	Item	Cost
January 2005	HD Charges	\$21.09
January 2005	HD Svc.Credit(s)	-\$16.24
Feb 2005	HD Charges	\$16.24
Feb 2005	HD Svc.Credit(s)	-\$1.08
March 2005	HD Charges	\$16.24
April 2005	HD Charges	\$16.24
May 2005	HD Charges	\$14.99
June 2005	HD Charges	\$14.99
July 2005	HD Charges	\$14.99
August 2005	HD Charges	\$14.99
Sept 2005	HD Charges	\$14.99
Oct 2005	HD Charges	\$14.99
Nov 2005	HD Charges	\$14.99
Dec 2005	HD Charges	\$14.99
Dec 2005	HD Svc.Credit	-\$2.70
January 2006	HD Charges	\$14.99
Feb 2006	HD Charges	\$14.99
March 2006	HD Charges	\$20.67
April 2006	HD Charges	\$17.99
May 2006	HD Charges	\$17.99
June 2006	HD Charges	\$17.99
July 2006	HD Charges	\$13.95
July 2006	HD Svc.Credit(s)	-\$31.94
August 2006	HD Charges	\$13.95

September HD Credit Amount: \$270.29

If you should have any questions about this matter or the credit amount issued, please feel free to contact me directly. Thank you for your patience and cooperation as OpenBand worked to address this matter. If you do not believe the issues you are experiencing have been resolved, please contact me immediately.

Warmest regards,



Sharon Hawkins
Director of Marketing and Communications
571-262-8603

From: Tom Wade [twade@armstrong.net]
Sent: Wednesday, December 14, 2005 2:03 PM
To: gardens3000-broadlands@yahoo.com; 'Pat Leader'; 'Mark Holliday'; 'Andy Garrich'; scott.ostergard@ntconnections.net; 'Roy Barnett'; 'Denise Harrover'
Subject: FW: FW: SW HOA letter - Scott Ostergard

Attachments: OBB Response1-14-05.pdf; Speed_Test_Enemies.pdf; Bundle_Comparison.pdf

Good afternoon again,

Sharon was kind enough to provide a soft copy of the January 2005 response along with attachments.

Tom

-----Original Message-----

From: Sharon Hawkins [mailto:Sharon.Hawkins@openband.net]
Sent: Wednesday, December 14, 2005 1:33 PM
To: twade@armstrong.net
Subject: Re: FW: SW HOA letter - Scott Ostergard

Tom,

I have attached soft copy of the letter and attachments you mentioned:

"Tom Wade" <twade@armstrong.net>

12/14/2005 01:26 PM

Please respond to
<twade@armstrong.net>

To <gardens3000-broadlands@yahoo.com>, "Pat Leader" <PLeader@vanmetrehomes.com>, "Mark Holliday" <MHolliday@vanmetrehomes.com>, "Andy Garrich" <AGarrich@vanmetrehomes.com>, <scott.ostergard@ntconnections.net>, "Roy Barnett" <rbarnett@vanmetrecompanies.com>, "Sharon Hawkins" <Sharon.Hawkins@openband.net>, "Denise Harrover" <dharrover@vanmetrecompanies.com>

cc

Subject FW: SW HOA letter - Scott Ostergard

Good afternoon to all,

Attached is the letter Scott authored last year in regards to the OpenBand fees. The hard copy letter was dated December 7, 2004.

I have in my files an eight page response from OpenBand dated January 14, 2005 (with twelve pages of attachments). Perhaps Sharon could pull it from her files and email it to everyone. It does, however, put to rest the declaration that the December 7th letter went unanswered.

Regards,
Tom Wade

-----Original Message-----

From: Jim Armstrong [mailto:jda@armstrong.net]
Sent: Friday, December 09, 2005 4:14 PM
To: Thomas Wade (E-mail)
Subject: FW: SW HOA letter - Scott Ostergard

[For your files.](#)

Jim Armstrong

Armstrong Management Services, Inc.
3949 Pender Drive, Suite 205
Fairfax, VA 22030
Phone: 703-385-1133
Fax: 703-591-5785

-----Original Message-----

From: Scott Ostergard [mailto:Scott.Ostergard@NTConnections.net]
Sent: Monday, November 22, 2004 7:08 PM
To: Jim Armstrong
Subject: SW HOA letter - Scott Ostergard

14 November 04

Response to Openband Proposal for Price Increase

In response to your request for a fiscal year 2005 rate increase; the Southern Walk Home Owners Association (SW HOA) is formally requesting a meeting to discuss the proposed increases. The meeting should be between SW HOA, Southern Walk Technology Committee (SWTECH), and Openband, and take place within the next 30 days. During this meeting all parties should be prepared to establish criteria and guidelines to provide an effective measurement of the quality of service as well as benchmarks for future rate modifications. We are providing the following research, documentation and calculations which reflect our own research into this issue.

Internet Access

Regarding Internet service, we would like to begin by clarifying a few key issues. First, Internet service, as defined by the Operating Agreement, is that which was conceived by the Defense Advanced Research Projects Agency (**DARPA**) and is a service that permits access to the worldwide system of computer networks. This service is not limited to the local Intranet or any one geographical area. Secondly, the terminology Comparable Provider as defined in accordance with section 1.1 Definitions and restated in Section 5.7 (a) paragraph 2 of the HOA Agreement reflects any comparison between Openband and a competitive service (Internet, television or telephone) must be based on residential class service.

As a direct result of these requirements and in accordance with the HOA Agreement, Exhibit I, Section 5.7 (a) paragraph 2, which specifies that the price for Internet services will be determined on a bit by bit basis, it is necessary and essential to establish a methodology by which fair and accurate measurements must be taken. As it stands, Openband has declared that residents of the SW community are receiving 10 MB up and down with bursts up to 100MB. The results from our residents on the attached pages clearly show a discrepancy between the proposed speeds and the reported speeds. It is our recommendation that a standard method for measuring residents Internet access speed be established in the following manner.

In order to provide an apples to apples comparison as performed in your price justification, we recommend developing a list of no less than 5 speed test sites which would be used to develop an accurate representation of residential Internet service access speeds. By eliminating the lowest and highest speed results we would then average the remaining three to establish an accurate benchmark. Both Openband and the SWTech committee will then submit this benchmark to the SW HOA monthly.

A second issue to be clarified is that of total system throughput. In accordance with Openband's marketing material, no resident will be subjected to shared access and each resident will receive consistent service during peak hours. To fairly and accurately verify this Openband statement, a measurement of total network throughput must be established, the duration by which the throughput is measured should not exceed 2 hours, a reasonable length of time to consider peak usage, and the total system utilization should not exceed 60%, a common industry standard. This report should be submitted to the SW HOA along with the monthly billing cycle.

The final point to be made regarding Internet service deals with the deceptive bit rate calculation. The upload speed of an ISP is largely irrelevant to everyday usage. The typical user uploads very small amounts of information. The download speed is where the true limitations are met. For example, in a typical search of the Internet, the user uploads a miniscule amount of data in the form of search terms. The search engine then downloads a considerably larger amount of data in the form of results. When the user clicks on a result, the URL is then uploaded (again, a very small amount of data) and the Web page is downloaded (potentially a very large amount of data.) The number of times a typical user will upload a large document is considerably smaller than the number of large documents the typical user will download. Thus, while upload speeds can be very important, the practice of averaging the two creates the illusion that typical access times for Openband will be considerably shorter. In truth, the typical access times will be most closely tied to download speeds.

Television

There are currently 3 major issues concerning television service that have been voiced by the resident's. These issues are signal quality, channel and package selection and refund policies. These issues have been raised numerous times to Openband both before and after the new system upgrade, but have yet to be resolved.

With regard to the signal quality, the SW HOA has continued to receive reports of poor signal quality. These reports show various channels fading from dark to light and sound levels changing depending on the selected channel. Specifically, reported during the past SW HOA meeting was the following:

- Channel 4 - NBC - video shifts darker to lighter and back
- Channel 21 - Sound excessively loud
- Channel 26 - PBS - Sound is significantly lower than other channels.

- HBO - sound cutting out completely every 5 minutes

It should be noted that the residents have consistently reported these issues to Openband.

In accordance with the contract, Openband is required to provide a service equal to or better than other residential comparable providers. More specifically, if competitive providers are offering a variety of channel packages, such as NFL Football package or On-Demand programming, Openband must as well. If Openband is unable to accommodate the addition of packaged programming equal to that of Comparable Providers then the price must reflect that.

The final issue to be presented with regard to television service is the written policy provided to the residents concerning refunds for service outages. The policy does not include a formula for calculating the amount of those refunds. However, anecdotally, it is possible to estimate the policy based on refunds provided to residents in the past. Residents have been provided refunds for the outages on a particular channel based on the following formula - (Monthly Charge to Customer/days in the month/number of channels provided) X (number of channels out X duration of outage in days). For example a monthly charge of \$48.74, and a 31 day month equals:

(\$48.74/31 days in the month/130 channels)

This provides a 1.2-cent refund per channel per day of outage. (A resident was provided an 11-cent refund based on 3 channels out for 3 days. This equates to 1.2 cents per channel per day.)

It is the SW HOA's opinion that it is unreasonable to calculate the refunds in this manner as it treats all channels as interchangeable. In truth, the loss of a channel is normally identified due to the desire of the resident to watch that channel. Television outage refunds should be calculated on a basis of complete service. If a resident is not receiving the full service for which they paid, then they should not be charged for the television service for the duration of the outage calculated daily. Furthermore, due to the residential payment structure and the SW HOA as the intermediary, all credits and refunds need to be in the form of a cashable check delivered to the individual's residence.

Telephone Service

Another issue at hand is that of the telephone service. Although an analysis of the cost of service reveals you have met the financial obligations of the contract, the overall service falls short of that provided by Comparable Providers.

In accordance with the contract, Verizon is the identified comparable service provider. However, Verizon offers numerous calling packages that are unavailable to Openband customers, packages such as nation wide long distance plans or Verizon's Friends and Family plan to name just a few. Residents in the SW community have brought it to our attention that they would like to have these services added to the total telephony package, services currently being offered by comparable providers. If these services cannot be provided then the price should reflect it accordingly.

Bundled Service

The final issue to be discussed must be that of Bundled Service. Virtually every service provider (Verizon, Adelphia, Star Power, and more) provides Bundled Service. As a result, Comparable Providers are offering like services at substantial discounts. OpenBand appears to be taking a bundles service and comparing it to the Al-La-Carte services of Comparable Providers. By doing this, OpenBand is skewing the reality of the cost of its service.

We appreciate your time and attention to the important matter. Please contact

[attachment "Openband Analysis.xls" deleted by Sharon Hawkins/OPB]

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Cost Analysis

<u>Actual Data Rates By OpenBand</u>			<u>Proposed Data Rates By OpenBand</u>		
Average cost per bit by other providers	\$	0.0228734	Average cost per bit by other providers	\$	0.0228734
Cost per bit by OpenBand	\$	0.0273676	Cost per bit by OpenBand	\$	0.0068200
70 % of Competitors Average	\$	0.0160114	70 % of Competitors Average	\$	0.0160114
80 % of Competitors Average	\$	0.0182987	80 % of Competitors Average	\$	0.0182987
90 % of Competitors Average	\$	0.0205861	90 % of Competitors Average	\$	0.0205861
<u>Expected cost of OpenBand Service</u>			<u>Expected cost of OpenBand Service</u>		
3,450 x 70% - 80% - 90%			3,900 x 70% - 80% - 90%		
Expected cost @ 70%		39.90	Expected cost @ 70%		160.11
Expected cost @ 80%		45.60	Expected cost @ 80%		182.99
Expected cost @ 90%		51.30	Expected cost @ 90%		205.86

	Up Speed	Down Speed	Average	Cost	Bit Cost
OpenBand Actual	2,781	2,203	2,492	68.20	\$ 0.02737
OpenBand Proposed	10,000	10,000	10,000	68.20	\$ 0.00682
StarPower / RCN - Mach5	800	5,200	3,000	49.95	\$ 0.01665
StarPower / RCN - Mach7	800	7,000	3,900	74.95	\$ 0.01922
EarthLink	128	3,000	1,564	39.95	\$ 0.02554
Adelphia - Basic	256	3,000	1,628	42.95	\$ 0.02638
Adelphia - Premier	512	4,000	2,256	59.95	\$ 0.02657

Bundled Service Cost Analysis

Service Provider / Tier	Type of Service Offered	Details	Bundled Cost	Al-La Cart
OpenBand - Bundled			\$ 144.95	\$ 144.95
** No discount for Bundled Service	TV	126 Channels / HD TV 9.99		\$ 58.19
	Phone	Local Calls / No Options		\$ 18.56
	Internet	2,500 / 3,500		\$ 68.20
StarPower - Bundled	Digital Teir		\$ 98.00	
	TV	145 Channels		
	Phone	Local Calls / 3 Way Calling / Long Distance Options		
	Internet - Mach 5	800 / 5,200		
StarPower - Bundled	Power PCI		\$ 137.00	
	TV	130 Channels + 2 Premium Channels (HBO, Show . . .)		
	Phone	Local Calls / 3 Way Calling / Long Distance Options		
	Internet - Mach 7	800 / 7,000		
Adelphia Bundled	Bronze Advantage		\$ 40.50	\$ 110.90
** Includes Internet and TV, No Phone Service	TV	120 Channels + 1 Premium (HBO, Show . . .)		\$ 64.95
	Phone	NA		
	Internet	256 / 3,000		\$ 45.95
Verizon	Freedom + Direct Tv		\$ 87.94	\$ 91.94
** TV through Direct TV	TV	225 Channels / 55 PPV / HD TV 7.99		\$ 39.99
	Phone	Local Calls / Long Distance Options		\$ 22.00
	Internet	128 / 768		\$ 29.95

Notes: Adelphia's HD TV is an
 All Service providers offer HD TV
 All internet service
 All Telephone service providers offer optional long distance plans that can not be obtained through OpenBand

Service Provider	Up	Down	Average	Monthly Cost	Monthly Cost Per Bit	Email Account	Web Space	PopUp Blocker	Anti Spam	Firewall	IP Available	Notes
OpenBand - Actual	3,400	4,400	3,900	68	\$ 0.01744	5	50 MB	N	N	N		Static IP a
OpenBand - Proposed	10,000	10,000	10,000	68	\$ 0.00680	5	50 MB	N	N	N		
Verizon	128	768	448	29.95	\$ 0.06685	9	10 MB	Y	Y	Y		Only resid
StarPower / RCN - Mach5	800	5,200	3,000	49.95	\$ 0.01665	4	10 MB	Y	N	N	Optional	Does not c
StarPower / RCN - Mach7	800	7,000	3,900	74.95	\$ 0.01922	4	10 MB	Y	N	N	Optional	Does not c
Primus												Does not c
Direct TV	50	500	275	60	\$ 0.21818	5					Optional	
EarthLink	128	3,000	1,564	39.95	\$ 0.02554	8	10 MB	Y	Y	Y	Y - free	Static IP a
Adelphia - Basic	256	3,000	1,628	42.95	\$ 0.02638	7	10 MB	Y	Y	Y	N	
Adelphia - Premier	512	4,000	2,256	59.95	\$ 0.02657	7	70 MB	Y	Y	Y	N	

Off Web 10/22/2004	Down	Up	Average	Average Cost Per Bit 70%	80%	90%	0.01601140	0.01829870	0.02058610
377/717	377	717	547	\$ 8.76	\$ 10.01	\$ 11.26			
303/1025	303	1025	664	\$ 10.63	\$ 12.15	\$ 13.67			
743/1687	743	1687	1215	\$ 19.45	\$ 22.23	\$ 25.01			
352/2872	352	2872	1612	\$ 25.81	\$ 29.50	\$ 33.18			
1633/1632	1633	1632	1632.5	\$ 26.14	\$ 29.87	\$ 33.61			
755/2703	755	2703	1729	\$ 27.68	\$ 31.64	\$ 35.59			
1426/2239	1426	2239	1832.5	\$ 29.34	\$ 33.53	\$ 37.72			
2300/1592	2300	1592	1946	\$ 31.16	\$ 35.61	\$ 40.06			
1424/2915	1424	2915	2169.5	\$ 34.74	\$ 39.70	\$ 44.66			
3125/1842	3125	1842	2483.5	\$ 39.76	\$ 45.44	\$ 51.13			
2306/2976	2306	2976	2641	\$ 42.29	\$ 48.33	\$ 54.37			
2445/2910	2445	2910	2677.5	\$ 42.87	\$ 48.99	\$ 55.12			
2190/3191	2190	3191	2690.5	\$ 43.08	\$ 49.23	\$ 55.39			
4336/1096	4336	1096	2716	\$ 43.49	\$ 49.70	\$ 55.91			
2539/2946	2539	2946	2742.5	\$ 43.91	\$ 50.18	\$ 56.46			
2508/3374	2508	3374	2941	\$ 47.09	\$ 53.82	\$ 60.54			
3508/2806	3508	2806	3157	\$ 50.55	\$ 57.77	\$ 64.99			
2017/4311	2017	4311	3164	\$ 50.66	\$ 57.90	\$ 65.13			
2804/4255	2804	4255	3529.5	\$ 56.51	\$ 64.59	\$ 72.66			
3367/6148	3367	6148	4757.5	\$ 76.17	\$ 87.06	\$ 97.94			
5824/5178	5824	5178	5501	\$ 88.08	\$ 100.66	\$ 113.24			
2203.90476	2781.66667	2492.78571		\$ 39.91	\$ 45.61	\$ 51.32			

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<u>Name</u>	<u>Address</u>	<u>Detailed TV Service Issues with Openband</u>	<u>Date reported</u>
<u>Derrick Bramblett</u>	<u>22165 Highview Trail Pl</u>	1) "Poor picture quality over-Compression on analog signals" 2) Unhappy that there is no option for ESPN Gameplan 3) "If Openband is allowed to operate under a monopoly the service should be perfect" As of now, there is nothing in it's place on Openband's network (Channel 415) . Does anyone know what we will get in it's place? Most major cable providers have a replacement such as HGTV HD, NatGeo HD or MTVHD already up and running. Other observations: - Pixelation on HD channels - No option for ESPN Gameplan	9/1/2006 9/1/2006 9/1/2006 9/1/2006 9/1/2006 9/1/2006 1/5/2007 1/6/2007 1/7/2007
<u>Richard Harsell</u>	<u>22105 Highview Trail Pl</u>	1) "TV service is not up to par with previous service providers " 2) " Openband, the analog channels are not very clear at all" 3) " The HD channels are decent except that there is frequent signal loss or pixelation" 4) "My belief is that we will never get a good of service as we could with OB having the monopoly in this area " Channel 29 in and out with picture	10/12/2006 10/12/2006 10/12/2006 10/12/2006 12/1/2006
<u>Junko Buxton</u>	<u>21971 Sunstone Ct</u>	1) "Channels 75 and 49 are very grainy" 2) Hold times very long when calling CS that I have given up calling Openband issue with Analog, no improvement	6/1/2006 6/1/2006 12/3/2006
<u>Lisa Kelly</u>	<u>West Dale Court</u>	1) "Since OB can't seem to resolve the analog quality issue" 2)" We moved to SW from north Broadlands, and analog reception was NEVER an issue with Adelphia" 3) "It doesn't seem like OB can fix the picture quality that's coming directly from the jacks" Our primary video issues have been: sound not matching video; pixellation; and and OB extending the free VOD trial period for > 1 month without informing the SW customers (and then refusing compensation because it was a "free" promotion). I have the same issue with two TV's one connected via Set-top box, another via wall/direct connect HD Picture issues, I'm experiencing all the problems you listed on channel 29 - TLC	9/1/2006 12/11/2006 12/11/2006 12/11/2006 12/11/2006 12/11/2006 12/16/2006 10/13/2006 11/12/2006
<u>Jen & Tim Conroy</u>	<u>Village Dr</u>	1) Picture quality is very poor on the analog side 2) We pay so much money and we have no choice	10/3/2006
<u>Richard McGinnis</u>	<u>43268 Sunderleigh Sq</u>	1) "continues analog and HD audio and video issues" 2) Set top boxes have issues	

Dave Lynes	Ainsley Court	1) "I too can confirm seeing the pixalation on the HD channels" 2) did anyone else notice that for a time yesterday the HD channel 401 was switched to another broadcast, I think it was the same as 403 (ABC). Not sure how long it lasted but it is ok this morning." July 24/06 I am not familiar with anything like this with Openband in the past... should be interesting though as they are about to launch the VOD service"	09/01/206
		HD TV has on-going video issues - picture format, channel 208 no local games	12/11/2006
Bob Russell	Ainsley Court	Audio is very high on multiple analog channels	11/25/2006
Carol Al Ahough	Wing Foot Ct	1) Picture will fade or just go to black 2) Customer service does not seem to fix the issues, but we are moving out of the country in the near future	3/21/2003
Franco Aguilon	40372 Milford Dr	1) 48 Mos on poor picture Quality...STILL NO Resolution 2) Customer Service reps place customer on hold for on hold for over 8 minutes	
Danny C. Davis	Tumble Tree Terrace	1) "Is it just me, or does the analog quality just go down the drain when it rains" 2) "Seems like OB did a poor job sealing/securing their lines" multiple issues with analog viewing - pixelation, bad audio	8/1/2006 9/1/2006 12/22/2006
		Is also a staff Member for Lori Waters	
Tom Herbert	Stone Stile Place	1) It seems that to accept the monopoly-type agreement and forfeit choice, we should get a significant discount. 2) "but I agree that the PRICE of these services is not competitive" 3) I wish there was some way to get a popular uprising to change the Openband charter to let us opt out.	
Tony & Lyndia Cole	43276 Sunderleigh Sq	1) 8000HD box, issue for over 12months, OB gav customer credit \$405, summer of 2006 and deployed 8300HD box 2) The Coles' sent an email to the SW HOA board stating that they will go forward with a class action law-suit	
Pat & Diane Brown	Sunstone Court	1) Analog audio and video issues	
Eriika & Dwayne Cotti	21970 Sunstone Court	1) It took almost 19 months to get a resolution from Openband. OB gave us two credits \$129 + \$309 for service issues 2) We still have audio issues, 401NBC HD @ 9PM audio was 3 seconds of a delay in picture 3) We now have a digital record and every day we have captured pixels on analog and HD channels 4) Sept power outage, bunker did not kick on and OB was offline for more than 33 minutes 5) extended hold times, July 22 (53 minutes) August 14 6) 09-17 @ 3:38PM Channel 401 gone	
Ken Bernard	21926 Windover Dr	1) Video Voice - out of sync during Redskins games on three separate Aug 26, 31 Sept 17 2) We pay this Monopoly too much money to be told that I can't be transferred to someone's voicemail. 3) Customer service related issues 4) Hold times and unresolved tickets opened due to poor TV service, 3 issues Aug to Sept	

Susan & Tom Hicks	Ridgeway Dr	1) video picture is fuzzy and sometime there is no audio at all on the analog channels 2) Customer service is non responsive	
John & Marlene Wench	Ridgway Dr	1) Picture on HD during football games is out of sync and pixels on the screen 2) On hold too long to get in touch with customer service reps, I have three kids and I can't be on hold for several minutes	
Mike & Tu Pullman	Stone Stile	1) Customer service is worthless and nothing gets resolved 2) Analog channels are horrible to watch 3) Everytime we get a bad thunderstorm our TV services are gone	
Brian Ruf	Ridgeway Dr	1) The picture quality is not what it should be, based on the price and 20+ year contract we have with Openband	
Cindi	Larchmont & Windover	started earlier than the 10th, I have been unable to watch 29 w/o some scramble for several days	11/12/2006
Belinda Haagsma	Village Dr	29 horrible picture***see email attachment from Belinda	11/14/2006
Eric Esteenz	Highview Trail	comedy central (34) has the same issues for at least a week, I've noticed the pixelation but it's not been horrendous yet	11/13/2006
Brian Beahmer	Stone Stile	208, local games blacked out, issues with analog	11/9/2006 10/27/2006 11/9/2006 10/13/2006
Greg Cox	Ridgeway	HD TV picture is cropped and does not seem to be transmitted correctly	
Han Flinch	Highview Trail	we did not receive any signal for channel 9 on Friday or Saturday Oct 6 & 7. On Sunday thru Tuesday (Oct 8 - 10) the picture on channel 9 was distorted, appearing to be a 16x9 aspect ratio signal squished into a 4x3 ratio. is occurred on a tv hooked up to a set-top box as well as a tv plugged straight into the analog cable outlet	10/8/2006
Barry Raney	Southern Walk Apt	1. TT 280779 opened 11/13/06 closed 2. TT 287201 opened 12/04/06 closed 3. TT 289789 opened 12/11/06 on hold for customer	11/13/2006
George Choi & Jennifer Thuy	Sunstone Court	except the tv service somtimes gets "jagged/choppy" and bounces in and out of the HD signal, not sure if that is an OB problem or the actually broadcasting of the signal; this can be frustrating when I am watching a football game or my favorite TV shows.	10/11/2006
Sean & Sherry McDaniel	Sunstone Court	Pictures have black and green boxes, Noggin moved, audio is out of sync with picture We don't bother to call customer service because you can never get a live person and if you do, they are no help at all	12/3/2006

Derrick Bramblett	22165 Highview Trail Pl	1) "Poor picture quality over-Compression on analog signals" 2) Unhappy that there is no option for ESPN Gameplan 3) "If Openband is allowed to operate under a monopoly the service should be perfect"
Richard Harsell	<u>22105 Highview Trail Pl</u>	1) "TV service is not up to par with previous service providers " 2) " Openband, the analog channels are not very clear at all" 3) " The HD channels are decent except that there is frequent signal loss or pixelation" 4) "My belief is that we will never get a good of service as we could with OB having the monopoly in this area "
Junko Buxton	21971 Sunstone Ct	1) "Channels 75 and 49 are very grainy" 2) Hold times very long when calling CS that I have given up calling Openband
Lisa Kelly	West Dale Court	1) "Since OB can't seem to resolve the analog quality issue" 2)" We moved to SW from north Broadlands, and analog reception was NEVER an issue with Adelphia" 3) "It doesn't seem like OB can fix the picture quality that's coming directly from the jacks"
Jen & Tim Conroy	Village Dr	1) Picture quality is very poor on the analog side 2) We pay so much money and we have no choice

Richard McGinnis	43268 Sunderleigh Sq	<p>1) "continues analog and HD audio and video issues"</p> <p>2) Set top boxes have issues</p>
Dave Lynes	Ainsley Court	<p>1) "I too can confirm seeing the pixilation on the HD channels"</p> <p>2)"did anyone else notice that for a time yesterday the HD channel 401 was switched to another broadcast, I think it was the same as 403 (ABC). Not sure how long it lasted but it is ok this morning." July 24/06 I am not familiar with anything like this with Openband in the past... should be interesting though as they are about to launch the VOD service"</p>
	24-Jul	
Carol Al Ahough	Wing Foot Ct	<p>1) Picture will fade or just go to black</p> <p>2) Customer service does not seem to fix the issues, but we are moving out of the country in the near future</p>
Franco Aguillon	40372 Milford Dr	<p>1) 48 Mos on poor picture Quality...STILL NO Resolution</p> <p>2) Customer Service reps place customer on hold for on hold for over 8 minutes</p>
Danny C. Davis	Tumble Tree Terrace	<p>1) "Is it just me, or does the analog quality just go down the drain when it rains"</p> <p>2) "Seems like OB did a poor job sealing/securing their lines"</p>

Tom Herbert	Stone Stile Place	<p>1) It seems that to accept the monopoly-type agreement and forfeit choice, we should get a significant discount.</p> <p>2) "but I agree that the PRICE of these services is not competitive"</p> <p>3) I wish there was some way to get a popular uprising to change the Openband charter to let us opt out.</p>
Tim & Amy Mechem	Milford	<p>1) HD Video quality issues - 7month, customer returned HD 3250 in Oct 05 (original service in May 2005)</p> <p>2) August 29 on hold for 6 minutes</p>
William & Lyndia Cole	43276 Sunderleigh Sq	<p>1) 8000HD box, issue for over 12months, OB gav customer credit \$405, summer of 2006 and deployed 8300HD box</p> <p>2) The Coles' sent an email to the SW HOA board stating that they will go forward with a class action law-suit</p>
Pat & Diane Brown	Sunstone Court	<p>1) Analog audio and video issues</p>
Eriika & Dwayne Cotti	21970 Sunstone Court	<p>1) It took almost 19 months to get a resolution from Openband. OB gave us two credits \$129 + \$309 for service issues</p>

- 2) We still have audio issues, 401NBC HD @ 9PM audio was 3 seconds of a delay in picture
- 3) We now have a digital record and every day we have captured pixels on analog and HD channels
- 4) Sept power outage, bunker did not kick on and OB was offline for more than 33 minutes
- 5) extended hold times, July 22 (53 minutes) August 14
- 6) 09-17 @ 3:38PM Channel 401 gone

Ken Bernard

21926 Windover Dr

- 1) Video Voice - out of sync during Redskins games on three separate Aug 26, 31 Sept 17
- 2) We pay this Monopoly too much money to be told that I can't be transferred to someone's voicemail.
- 3) Customer service related issues
- 4) Hold times and unresolved tickets opened due to poor TV service, 3 issues Aug to Sept

Susan & Tom Hicks

- 1) video picture is fuzzy and sometime there is no audio at all on the analog channels
- 2) Customer service is non responsive

John & Marlene Wench

Ridgway Dr

- 1) Picture on HD during football games is out of sync and pixels on the screen
- 2) On hold too long to get in touch with customer service reps, I have three kids and I can't be on hold for several minutes

Mike & Tu Pullman

Stone Stile

- 1) Customer service is worthless and nothing gets resolved
- 2) Analog channels are horrible to watch
- 3) Everytime we get a bad thunderstorm our TV services are gone

Brian Ruf

Ridgeway Dr

- 1) The picture quality is not what it should be, based on the price and 20+ year contract we have with Openband

8-Oct

Fox HD Channel (Channel 402) kept on losing HD signal / switching to analog signal ..
However, it keeps on happening with all HD channel

13-Jun

think openband provides a decent service, however, i think that the extra charges (for extra boxes, HD tier, movie channels, etc) are way too much

has anyone noticed that the analog cbs channel 9 appears to be a 16x9 picture squished into 4x3 (the image is tall and skinny)? this occurs on our regular 4x3 tube tv's without a cable box as well as with the cable box. i have a projector that i can resize the image with, and when i put it into 16x9 mode, the picture looks fine (but it should look wide and fat). last week (friday and saturday) we got no signal on channel 9, then the distorted image appeared on sunday. i am thinking they are taking the hd feed for some reason. i haven't yet opened a ticket but will shortly.

User ID	Customer Name	Street	Nature of TV issue	1st Date of reported issue
Pa2VA	Richard Harsell	Highviewl Trail	29 in and out with picture	11/10/2006
BelindaTH	Cindi	Larchmont & Windover	started earlier than the 10th, I have been unable to watch 29 w/o some scramble for several days	11/12/2006
L0stS0ul	Belinda Haagsma	Village Dr	29 horrible picture	11/14/2006
thepea2001	Eric	Highview Trail	comedy central (34) has the same issues for at least a week, I've noticed the pixelation	11/13/2006
lkelly	Cotti	Sunstone	29 picture is grainy, pixilated and no picture at times	11/12/2006
Merlin	Lisa Kelly	Westdale	I have the same issue with two TV's one connected via Set-top box, another via wall/direct connect	11/13/2006
db103	Lisa		HD Picture issues,	
	<u>Derrick Bramlett</u>	<u>22165 Highview Trail Place</u>	As of now, there is nothing in it's place on Openband's network (Channel 415) . Does anyone know what we will get in it's place? Most major cable providers have a replacement such as HGTV HD, NatGeo HD or MTVHD already up and running.	1/5/2007
			Other observations: - Pixelation on HD channels - No option for ESPN Gameplan	10/9/2006
bbeahmer	Brian Beahmer	Stone Stile	208, local games blacked out, issues with analog	10/27/2006
hberg	Donna			11/9/2006
southernwalkers	Greg Cox	Ridgeway	HD TV picture is cropped and does not seem to be transmitted correctly	10/13/2006
Go Skins				11/12/2006
Zeratul	Dave Lynes		HD TV has on-going video issies - picture format, channel 208 no local games	12/3/2006
sen25	Bob Russell		Audio is very high on multiple analog channels	11/25/2006
dcdavis	Danny Davis		multiple issues with analog viewing - pixelation, bad audio	11/10/2006
hflinch	Han Flinch	Highview Trail	we did not receive any signal for channel 9 on Friday or Saturday Oct 6 & 7. On Sunday thru Tuesday (Oct 8 - 10) the picture on channel 9 was distorted,	10/8/2006
	Junko Buxton	Sunstone	issue with Analog, no improvement	10/7/2006
	Barry Raney	Southern Walk Apt	1. TT 280779 opened 11/13/06 closed 2. TT 287201 opened 12/04/06 closed 3. TT 289789 opened 12/11/06 on hold for customer	

5.0 Exhibit B: HOA Contract to Obtain Telecommunications Services

*Execution Copy***AGREEMENT TO OBTAIN TELECOMMUNICATIONS SERVICES**

This AGREEMENT TO OBTAIN TELECOMMUNICATIONS SERVICES (this "Agreement") is made as of November 16, 2001, (the "Effective Date") by and between OPENBAND AT BROADLANDS LLC, a Virginia limited liability company ("OBB") and SOUTHERN WALK AT BROADLANDS HOMEOWNERS ASSOCIATION, INC., a Virginia non-stock corporation (the "HOA") (individually, a "Party" and collectively, the "Parties").

RECITALS

A. OBB is a Virginia limited liability company formed with two members, OPENBAND SPE II, LLC, a Virginia limited liability company ("OSPE"), and BROADLANDS COMMUNICATIONS, L.L.C., a Delaware limited liability company ("BAC"), which is governed by the Operating Agreement between those two parties of even date herewith, (the "Operating Agreement");

B. The HOA is a Virginia non-stock corporation and is governed by the CC&R's (as defined herein), for, among others, the purpose of providing services to homeowners in, and residents of, the Development (as defined in Section 1.1 herein);

C. OBB is the owner of the Infrastructure (as such term is defined in Section 1.1 herein);

D. The Infrastructure will provide access points for video, telephone, high speed Internet access, and a community intranet site, and may also provide access points for security monitoring, home automation and other video, utility and electronic services to, among others, all residential lots located within the Development;

E. The Services provided by the Infrastructure are, or will be, a customized suite of Services provided at a reasonable cost to Homeowners, and the provision of such Services is in the best interest of the Parties and the Homeowners; and

F. The HOA desires to provide Platform Services (as such term is defined in Section 1.1 herein) to the Homeowners of the Development, and the HOA desires to engage OBB to supply such services to the Development.

G. The HOA and OBB wish to enter into this Agreement to set forth their respective rights, duties and obligations.

In consideration of the mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions.

"Add-On Premium Services" shall mean those Premium Services that are elective by the Customer but are derived from and related to the Platform Services and are features or options that serve to enhance the utilization of the respective Platform Services, and are generally available only through the same provider as the provider of the Platform Service. For example, call-waiting is an Add-On Premium Service to Telephone Service and Home Box Office is an Add-On Premium Service to Video Service.

"Agreement" shall mean this Agreement to Obtain Telecommunications Services entered into by and between OBB and the HOA.

"CC&R's" shall mean the Declaration of Covenants, Conditions and Restrictions for Southern Walk at Broadlands, including any future amendments or restatements.

"Comparable Providers" shall mean telecommunication service providers that provide residential services in Loudoun County, Virginia and who have similar technical service and performance abilities and who offer reputable levels of customer service as required in this Agreement. Initially, Comparable Providers shall be Verizon or the then-incumbent local exchange carrier (for telephone), Adelphia or the then-incumbent franchised cable television provider(s) (for video) and Bell Atlantic Info Speed, Star Power and Primus (for Internet access), to the extent their residential services apply to the area specified herein.

"Customer" shall mean any individual or entity that receives one or more Services within the Development, delivered by the Infrastructure, from OBB.

"Development" shall mean that portion of the residential development commonly known as Southern Walk at Broadlands located in Loudoun County, Virginia, the legal description for which is stated, as well as a plat showing the location, in Exhibit B to this Agreement, as may be amended from time to time pursuant to Section 7.2(e) hereof.

"Force Majeure" shall have the meaning set forth in Section 8.10 of this Agreement.

"FCC" shall mean the Federal Communications Commission.

"Homeowner's Association" or "HOA" shall mean the Southern Walk at Broadlands Homeowner's Association, Inc., a Virginia non-stock corporation, and its successors and assigns.

"Homeowner" shall mean each purchaser or tenant of a residential dwelling in the Development.

"ILEC" shall mean incumbent local exchange carrier.

"Infrastructure" shall mean the telecommunications infrastructure located within the Development that is used to deliver the Services. The Infrastructure is owned by OBB.

"Intellectual Property" shall mean all manufacturing and assembly information, test results, software, processes and procedures, marketing data information, demographic data, designs, trademarks, trade secrets, drawings, patents, inventions, or copyrights, including any related registrations or applications for registration, to be used by OBB in operating the System and/or providing the Services, and any other information not reasonably necessary to the operation, performance or maintenance of the System.

"Internet Services" shall mean a service which permits access to the worldwide system of computer networks as originally conceived by the Defense Advanced Research Project Agency (DARPA) and as continues to evolve. Technically it is distinguished by its use of the Internet Protocol (IP), offering local and global connectivity and applications. IP based applications, such as email, www, hypertext, browsing, dial transfer, Internet chat, and Internet telephony, are considered Internet applications. Since both security monitoring and automation and control services are planned to be IP based they are considered Internet applications for the purposes of this Agreement, whether or not they are actually IP based when implemented. For Development residential subscribers, under mandatory subscription, the network connection at the Home will be 100 MB Ethernet over optical fiber. OBB shall advise the HOA of the natural technological progress or evolution of Internet Services for the purpose of including such evolved service within the meaning of this definition.

"Mandatory Subscription" shall mean the required payment for those Platform Services required to be purchased by the HOA and/or Homeowners pursuant to this Agreement.

"Platform Services" shall mean the Telephone Services, Internet Services and Video Services for which residents pay as a part of their required HOA fees in accordance with this Agreement as detailed in Exhibit A as of the date hereof. Wherever evolved services are included within the definitions of Telephone Services, Internet Services or Video Services (as set forth in each respective definition), and such evolved service is a replacement for same then the evolved service shall be included within the meaning of Platform Services. Notwithstanding the foregoing, if OBB determines that (i) wireless services have evolved into the successor technology and (ii) wire-line services are abandoned (subject to the proviso in the following sentence) by OBB, then Platform Services shall include such evolved wireless services. If wireless services are provided in addition to, but not in lieu of, wire-line services, then Platform Services shall not include such wireless services; provided, however, that with respect to a reasonable transition period Platform Services may include both wireless and wire-line services to the extent the OBB determines that both wireless and wire-line services are required to be provided in tandem in order to effectuate such evolved wireless service.

"Premium Services" shall mean those Services provided or made available to the Development and/or to Customers on an elective basis that are not identified as Platform Services, including without limitation, Add-On Premium Services. The Premium Services to be initially provided are described in Exhibit C.

"Services" shall mean the Services specifically delineated as Platform and Premium, provided over the term of this Agreement. Wherever evolved services are included within the definitions of Telephone Services, Internet Services or Video Services (as set forth in each respective definition), such evolved services shall be included within the meaning of Services.

"Supplemental Services" shall mean all communication services other than those services identified as Platform and Premium Services, respectively. Wherever evolved services are included within the definitions of Platform and/or Premium Services (as set forth in each respective definition), such evolved services shall not constitute Supplemental Services.

"System" shall mean the operating system used in delivering the Services to the Development. The terms "Video System," "Telephone System" and "Internet System" shall refer to the segment or portion of the System which supplies video service, telephone service or Internet access, respectively, to the Development.

"Telephone Services" shall mean the service that transmits voice, data and/or video over the traditional circuit switched public switched telephone network (PSTN) and packet switched wireless cellular/Personal Communications Services (PCS) networks. Also included are the many applications and adjunct services such as voice mail, call waiting, caller ID, conference calling, call forwarding, and local and long distance dialing services. OBB shall advise the HOA of the natural technological progress or evolution of Telephone Services for the purpose of including such evolved service within the meaning of this definition. Subject to the immediately following sentence, the Parties agree that service that transmits voice, data and/or video over packet switched wireless cellular/Personal Communications Services (PCS) networks shall be considered a Supplemental Service. If, however, OBB determines through the service evolution determination procedure set forth herein that (i) wireless services have evolved into the successor technology and (ii) wire-line services are abandoned (subject to the proviso in the following sentence) by OBB, then Platform Services shall include such evolved wireless services. If wireless services are provided in addition to, but not in lieu of, wire-line services, then Platform Services shall not include such wireless services; provided, however, that with respect to a reasonable transition period Platform Services may include both wireless and wire-line services to the extent OBB determines that both wireless and wire-line services are required to be provided in tandem in order to effectuate such evolved wireless service.

"Three-Way Agreement" shall mean the agreement to be entered into among OBB, its sub-contractor and a Homeowner, as contemplated in this Agreement.

"Video Services" shall mean the service that provides traditional video programming throughout the community in either analog or digital format. This includes programming sources received via satellite and off air local transmission. Also included are advanced services such as pay per view, video on demand, interactive television, gaming, video on demand and web enabled television. OBB shall advise the HOA of the natural technological progress or evolution of Video Services for the purpose of including such evolved service within the meaning of this definition.

"VSCC" shall mean the Virginia State Corporation Commission.

Section 1.2 Recitals. All recitals set forth above are hereby incorporated by reference as set forth in this Agreement.

ARTICLE II

ENGAGEMENT

Section 2.1 Engagement of OBB. Subject to the terms and conditions of this Agreement, the HOA hereby engages OBB, and OBB accepts the engagement, to (i) be the provider or arrange for the provision of the Platform Services to Homeowners, so that the HOA shall not engage any other provider of Platform Services and (ii) non-exclusively provide or arrange for the provision of the Premium Services and Supplemental Services. OBB will design, install, and operate (or cause to be designed, installed and operated) at its own expense, the Infrastructure to provide the Services under the terms set forth herein.

2.1.1 Use of Third Party Providers. The HOA acknowledges that OBB may engage one or more third party service providers to provide one or more of the Services.

2.1.2 Infrastructure Not a Part of this Agreement. The parties hereto specifically acknowledge that (i) the Infrastructure is owned by OBB and (ii) OBB may use the Infrastructure and/or the System to provide, on a non-exclusive basis (x) Telephone, Video and Internet Service to customers outside the Development (y) Premium Services to Homeowners and/or customers outside the Development and (z) Supplemental Services to Homeowners and/or customers outside the Development. Use of the System and/or Infrastructure by OBB and/or its sub-contractor to serve such customers outside the Development is not subject to the terms, conditions or covenants of this Agreement.

2.1.3 Premium Services. OBB shall provide to Homeowners the option to obtain from OBB Premium Services. Notwithstanding anything to the contrary contained in this Agreement, Premium Services shall not be governed by the terms of this Agreement, but are to be governed by the Three Way Agreement and applicable tariffs. OBB shall contract directly, or through a sub-contractor, with the Homeowners for the provision of Premium Services and shall not be required to provide Premium Services to Homeowners who do not agree to the terms and conditions offered by OBB.

2.1.4 Video Services.

(a) **Franchise Decision.** After the start of the seventh (7th) year from the date of Infrastructure activation, if a final and binding determination in a court or regulatory forum is made specifically stating that OBB or its sub-contractor must obtain a full franchise to provide Video Services (a "Franchise Decision"), OBB shall have thirty (30) days after such determination to give notice to the HOA that it elects not to provide or to assign its rights and obligations to provide Video Services to those Homeowners to which OBB or its subcontractor is not then already providing Video Services ("Future Homeowners").

(b) Changes if Franchise Decision is Made. If a Franchise Decision is made, then OBB and the HOA shall cause this Agreement to be revised so that OBB will not be required to provide Video Services to the Future Homeowners. If a Franchise Decision is made and OBB elects to not provide Video Services to future Homeowners, then, the HOA shall revise its assessment procedures such that Future Homeowners will not be subject to the Mandatory Subscription as such Mandatory Subscription relates to Video Services provided by OBB. If a Franchise decision is made and OBB elects to assign its rights and obligations, then the HOA and OBB's assignee shall enter into a separate contract for Video Services with respect to such Future Homeowners. The HOA will revise its assessment procedures such that Future Homeowners will be subject to the Mandatory Subscription with OBB's assignee and not subject to this Agreement with regard to Mandatory subscription as it relates to Video Services.

Section 2.2 Homeowner Arrangements.

2.2.1 Homeowner Arrangements for Platform Services. The HOA, on behalf of each Homeowner, agrees that each Homeowner, concurrently with the closing by such Homeowner on a house within the Development, will be required to enter into the Three-Way Agreement, regardless of whether such Homeowner actually uses the Platform Services. The HOA will use reasonable efforts to cause Homeowners to enter into such Three Way Agreement. The HOA agrees to deliver a copy of the Three-Way Agreement to each new Homeowner contemporaneously with closing. The HOA agrees to notify OBB weekly of all resale certificates it has issued during the previous week under the Virginia Real Property Act. The HOA shall establish a procedure for notifying OBB of resale move-ins, to coordinate activation. Once the Three Way Agreement is signed by a new Homeowner at closing, the HOA will forward a copy of such signed Three Way Agreement to OBB.

2.2.2 Homeowner Arrangements for Premium Services. The HOA on behalf of each Homeowner, agrees that if any Homeowner desires to obtain Premium Services, they shall have the option, but not the obligation, to engage OBB or its sub-contractor to provide specifically identified Premium Services to such Homeowner. In such event, such Homeowner will be permitted to contract directly with OBB or its subcontractor for such Premium Services, to pay additional sums to OBB or its designee in accordance with the terms hereof and applicable rate schedules set forth from time to time by OBB or its designee for such Premium Services. Any such fees for Premium Services shall be in addition to any sum, fee or assessment such Homeowner is automatically required pay for the Platform Services by virtue of its ownership of any parcel of real property within the Development.

2.2.3 Homeowner Arrangements with Alternate Providers. Homeowners shall have the option, throughout the term of this Agreement, in their sole discretion, to obtain any Services, including Platform or Premium Services from any and all providers other than OBB ("Alternative Provider"). In such event, Homeowners will not be relieved of their obligation to pay for Platform Services, but will not be required to pay for any Premium Services or for anything other than Platform Services (except to the extent they have subscribed for such Premium Services).

2.2.4 HOA Arrangements for Supplemental Services. The HOA on behalf of each Homeowner, agrees that if any Homeowner desires to obtain Supplemental Services, they

shall have the option, but not the obligation, to engage OBB or its sub-contractor to provide specifically identified Supplemental Services to such Homeowner. In such event, such Homeowner will be permitted to contract directly with OBB or its sub-contractor for such Supplemental Services, to pay additional sums to OBB or its designee in accordance with the terms hereof and applicable rate schedules set forth from time to time by OBB or its designee for such Supplemental Services. Any such fees for Supplemental Services shall be in addition to any sum, fee or assessment such Homeowner is automatically required pay for the Platform Services by virtue of its ownership of any parcel of real property within the Development.

ARTICLE III

SERVICES

Section 3.1 Service Standards. The provision of the Platform Services by OBB shall be at a level taken as a whole which level is not consistently and substantially below the overall technical quality of service provided by the Comparable Providers providing services under comparable rate plans ("Service Quality"). Upon written notice to the HOA, OBB may, from time to time, change the identity of the Comparable Provider for the purposes of both Sections 3.1 and 5.7.

Section 3.2 Intranet and Host Website. Subject to OBB's approval (not to be unreasonably withheld, conditioned or delayed), the HOA shall design a website template (the "Template"), including allocation of space, and determine what content is permissible on an Intranet system and host website (the "Intranet System") to be utilized by Homeowners within the Development. If the HOA does not design the Template by December 31, 2002, then OBB or its sub-contractor shall design the Template by March 31, 2003; such Template shall be subject to the HOA's approval (not to be unreasonably withheld, conditioned or delayed). OBB will install the Intranet System to be utilized by Homeowners within the Development. The Intranet System and associated routers and facilities will be designed to operate ninety-nine and nine tenths percent (99.9%) of the time. OBB will reasonably cooperate with the HOA to ensure that the Intranet System is functional and fully operational in accordance with reasonable industry standards at the time of launch and that the HOA will be in position to operate the Intranet System. At the time the Intranet system is launched, OBB or its subcontractor shall provide training in the use and operation of the Intranet to representatives of designated by the HOA. Such training shall include instruction on the features and capabilities of the Intranet, including instruction in the use and activation of all basic features of the Intranet. OBB shall have no right to any advertisement revenues received by the HOA, including, without limitation, in connection with its portion of the Intranet System and/or website. A portion of the HOA's Intranet System and website shall be reserved by the HOA for exclusive use by OBB in connection with advertising banners and a hyperlink to OBB's or its sub-contractor's website; the HOA shall have no right to any advertisement revenues received by OBB or its sub-contractor, including, without limitation, in connection with such portion of the Intranet System and/or website.

Section 3.3 Residential Use. Due to the fare structure and demand requirements, the Internet Service provided under this Agreement shall be used for residential, home office or telecommuter use only.

Section 3.4 Compensation Related to Performance. Homeowners shall be entitled to compensation related to performance in accordance with the schedule attached as Exhibit D hereto.

ARTICLE IV

MARKETING

OBB and the HOA will, during the build out of the Development, cooperate to ensure appropriate and effective use of marketing materials, consistent with the overall marketing plan of the Developer. To the extent that the HOA controls the Development's Community and Information Center, the HOA agrees to provide an area in such Community and Information Center to OBB or its sub-contractor (and reasonable public access thereto) to demonstrate the benefits of the Services and the HOA agrees to cooperate reasonably with all such marketing and demonstration efforts.

ARTICLE V

PAYMENT; FEES; PRICING OF SERVICES

Section 5.1 Bills for Platform Services. Pursuant to the CC&R's, (i) each Homeowner is required to pay homeowner assessments for liabilities of the HOA, which liabilities include for Platform Services, whether or not such Homeowner uses any of the Platform Services; and (ii) the HOA budgets for and collects monthly dues or fees from all Homeowners for Platform Services rendered to the Development or otherwise included in the CC&R's. The HOA shall include the charges for the Platform Services in the billing to the Homeowner as part of its regular periodic HOA fee and assessment, which will be no less frequently than monthly. Based on the rates attached hereto as Exhibit E, as adjusted from time to time, OBB will submit a monthly invoice to the HOA for the Platform Services. Such invoice will reflect each Homeowner's address, the date of service activation, the Platform Service fee, (prorated if necessary), applicable tax and regulatory fees, and an extended and grand total of the monies owed for Platform Services rendered. The HOA acknowledges that OBB will bill the Homeowners directly, or through an agent, for any applicable installation or activation charges. Within thirty (30) days after the HOA's receipt of such invoice, the HOA will pay OBB or its designee, all amounts shown on such invoice. If the HOA fails to make such payments within thirty (30) days after they are due, the HOA shall be assessed a late fee of one and one half percent (1 ½%) per month of the outstanding balance due until paid. The monies owed to OBB for Platform Services shall not be contingent upon the HOA's collection of HOA fees or dues from Homeowners. OBB will, with the HOA's reasonable cooperation, provide updates in advance of annual price changes of Platform Service to the HOA sufficient to permit the HOA to adjust its budget accordingly to collect the appropriate fees and/or assessments from the Homeowners; such annual price changes shall become effective as of January 1st of the year following the date on which OBB notifies the HOA of such prospective price changes. OBB, shall, with the HOA's reasonable cooperation, ensure that all billings will be sufficiently detailed and in all respects that all arrangements with the Homeowners comply with truth-in-billing rules of the FCC or VSCC. It is expressly understood that the HOA will only collect charges or fees for the Platform Services as part of the collection of monthly dues or assessments from the

Homeowners, and the HOA shall have no right or obligation to invoice or collect fees for Premium Services unless agreed in writing in advance.

Section 5.2 Bills for Premium Services. OBB or its designee will bill or invoice each Homeowner separately and directly for all Premium Services requested by such Homeowner. Each bill or invoice to a Homeowner will include instructions for such Homeowner to remit payment directly to OBB or its designee, by or on a date of the month designated by OBB or its designee following the month in which the billed charges were incurred. OBB shall be responsible to ensure that the billings will be sufficiently detailed to comply with all applicable laws and rules including, without limitation, truth-in-billing rules of the FCC or VSCC. The HOA acknowledges that OBB or its designee has the right to commence any and all collection actions available to it under applicable law.

Section 5.3 Bills for Supplemental Services. OBB or its designee will bill or invoice each Homeowner separately and directly for all Supplemental Services requested by such Homeowner. Each bill or invoice to a Homeowner will include instructions for such Homeowner to remit payment directly to OBB or its designee, by or on a date of the month designated by OBB or its designee following the month in which the billed charges were incurred. OBB shall be responsible to ensure that the billings will be sufficiently detailed to comply with all applicable laws and rules including, without limitation, truth-in-billing rules of the FCC or VSCC. The HOA acknowledges that OBB has the right to commence any and all collection actions available to it under applicable law.

Section 5.4 Late Payment for Dues and Assessment by a Homeowner. Notwithstanding the failure of a Homeowner to pay timely HOA dues or assessments, which pursuant to the terms of the CC&R's, and the terms hereof include all properly due applicable charges for Platform Services, the HOA shall nevertheless pay the amount invoiced under Section 5.1 above to OBB or its designee. If a Homeowner does not pay its HOA dues to the HOA within thirty (30) calendar days of receipt by the Homeowner of a late payment notice from the HOA, upon the request of the HOA, OBB or its sub-contractor shall, to the extent consistent with applicable rules and laws, suspend the Platform Services (and any other Services dependent thereon) to the delinquent Homeowner.

Section 5.5 Late Payments for Premium and Supplemental Services. Late payments by Homeowners for Premium and/or Supplemental Services will be governed by the Three-Way Agreement that will be entered into between OBB and its sub-contractor and each Homeowner who orders Premium and/or Supplemental Services.

Section 5.6 Interest and Late Charges. Nothing herein will be construed to prohibit, consistent with applicable law, (i) OBB from charging Homeowners interest, collection fees and/or late fees on any overdue or past due amounts for Premium and/or Supplemental Services and (ii) the HOA from charging Homeowners interest and/or late fees or on any overdue or past due amounts for HOA assessments not timely paid by such Homeowner.

Section 5.7 Cost of Services.

(a) The initial monthly prices of Platform Services to each Homeowner as of the date hereof for each of the Platform Services are agreed to by the Parties and are set forth in Exhibit E of this Agreement. Prices may be amended once per twelve month period by OBB. Notwithstanding the foregoing, OBB may, subject to and in accordance with applicable legal and regulatory requirements, include taxes and regulatory fees in the monthly prices of Platform Services.

After the first year, the monthly prices may increase or decrease due to factors such as inflation, System upgrades and technological developments and competitive pricing. During the term of this Agreement, the costs of each of the Platform Services shall not exceed an amount equal to ninety percent (90%) of the rate charged by the Comparable Provider for similar video and ILEC telephone services of equal quality as required under this Agreement (excluding short-term and promotional pricing) determined once a year at the time OBB announces its annual rate structure. The cost of Internet access services will not exceed the following percentages of the average rate charged by three (3) competitive residential Comparable Providers: fifty percent (50%) in the first year in which OBB provides Services to Homeowners ("Year One"), sixty percent (60%) in Year Two, seventy percent (70%) in Year Three, eighty percent (80%) in Year Four, and ninety percent (90%) thereafter; notwithstanding the foregoing, OBB shall not raise the cost of Internet Services more than five percent (5%) each year. Internet speed will be compared to Comparable Providers of similar services, and such comparison shall include the average of forward and reverse bit rates and to be based upon the cost per bps. All activation fees will be at or below seventy-five percent (75%) of the average rate of the fees charged by Comparable Providers (excluding short-term and promotional pricing). OBB may, from time to time, designate a new Comparable Provider upon the provision of written notice to the HOA. OBB will not raise or lower its prices more than once during a calendar year and the HOA will accordingly adjust the Homeowner assessment. Any Homeowner may challenge OBB's pricing as violating this Section. Such Homeowner shall bring an action within six (6) months of the effective date of the new rates in accordance with the dispute resolution process described in Section 8.1 below. If such action is successful, Homeowners shall be entitled to a rebate or credit (at OBB's election) of the difference between the rate actually charged and the maximum rate allowable under this Section. If the audit in Section 5.9 below shows that the HOA has overpaid its fee to OBB, the HOA will be entitled to a rebate or credit (at OBB's election) of the amount of the overpayment.

Section 5.8 Homeowner Deposits. OBB or its sub-contractor may collect any deposit from each Homeowner in connection with Premium Services and only equipment deposits in connection with Platform Services (collectively, the "Deposit"). The Deposit(s) shall be no greater than the rate charged by Comparable Providers and otherwise allowed by applicable law. Deposits, unless arising out of a Homeowner breach, shall be returned by the last day of the month following the month in which such Homeowner moved out of his or her house.

Section 5.9 Corrections to Payments. If upon further review or audit OBB determines that the amount billed by it to the HOA or paid by the HOA was less than that required by this Agreement, then the HOA shall pay such deficiency within sixty (60) business days of such determination. In the event that OBB is required by a determination of a regulatory agency, court or governmental body to charge an FCC Access Fee or the like, such fee shall be included as a Regulatory Fee on future billings and the HOA shall reimburse OBB if required to

pay and/or collect such fee for a prior time period (up to twelve (12) months), unless precluded by applicable law. In the event the provisions of this Section 5.9 apply, a revised statement shall be issued.

ARTICLE VI

TERM, BREACH, DEFAULT AND REMEDIES

Section 6.1 Term. This Agreement shall be effective as of the Effective Date and shall continue in force and effect for twenty-five (25) years, unless terminated sooner pursuant to the terms of this Agreement. OBB shall have the option to renew this Agreement for four successive ten (10) year periods by giving notice to the HOA of its decision to renew twelve (12) months prior to the then scheduled expiration of this Agreement. This Agreement may not have an aggregate term in excess of seventy-five years.

Section 6.2 Default. The following actions shall constitute an event of default ("Event of Default") under this Agreement.

(a) **Breach Notice.** During the term of this Agreement, a Party ("Claimant") may assert that the other Party has committed a breach of the terms of this Agreement (a "Breach"), by providing a written notice detailing the nature of the Breach (the "Breach Notice") to the Party against whom the Breach is being claimed (the "Breaching Party").

(b) **Cure Period.** The Breaching Party shall have forty-five (45) calendar days from receipt of the Breach Notice to cure said Breach, unless the cure period for such Breach is otherwise established in this Agreement (the "Breach Cure Period")

(c) **Dispute Notice.** If the Breaching Party contests the validity of the Breach Notice, this Section 6.2(c) shall govern any such contest. The Breaching Party must contest the validity of the Breach Notice within ten (10) business days after receipt of the Breach Notice by providing written notice to Claimant regarding its intent to contest the Breach Notice (the "Dispute Notice"). No more than two (2) business days after the Dispute Notice is received by Claimant, representatives of the Breaching Party and Claimant shall meet at a mutually agreeable location to seek to resolve the dispute regarding the Breach. The representatives shall work diligently and in good faith for a period of up to thirty (30) calendar days after issuance of the Dispute Notice to seek agreement upon a resolution of the asserted Breach (the "Breach Resolution"). The Breach Resolution shall include a specific cure period for resolution of the asserted Breach ("Resolution Period"). If such dispute remains unresolved, the provisions of Section 8.1 provide the exclusive method of resolving such dispute.

Section 6.3 Rights and Remedies. If the Breaching Party does not cure the Breach in the Breach Cure Period, the Breach shall constitute an Event of Default. Upon an Event of Default, the non-defaulting party shall be entitled to all damages, rights and remedies available, subject to Section 6.4, in a Dispute Resolution proceeding under Section 8.1 of this Agreement. The non-defaulting party shall be entitled to all costs and expenses (including reasonable attorneys' fees, collections, service fees and other costs of collection) incurred in connection with enforcing its rights in a Dispute Resolution proceeding under Section 8.1 of this Agreement.

Section 6.4 Termination by the HOA. If the Service Quality fails to meet the standards set forth in Section 3.1 for three (3) consecutive months, the HOA may give OBB a Breach Notice of such circumstance pursuant to Section 6.2(c) and the procedures therein. Subject to Section 8.1 of this Agreement, within the Breach Cure Period, OBB may cure such Breach by improving the service to a level consistent with Section 3.1 of this Agreement. If OBB fails to do so during such Breach Cure Period, then, subject to the thirty (30) business-day negotiation period pursuant to Section 6.2(c), either party may bring a Dispute Resolution proceeding pursuant to Section 8.1 of this Agreement for resolution of the dispute. No termination will be effective unless either the arbitration pursuant to Section 8.1 so rules or OBB accepted such termination notice by express written notice to the HOA of its acceptance of termination.

Section 6.5 Suspension by OBB. The Platform Services contemplated under this Agreement may be suspended by OBB upon the occurrence of any of the following events:

(a) At any time, consistent with applicable law and rules regarding discontinuance of such services, if the HOA's payments to OBB pursuant to this Agreement are in arrears for more than sixty (60) days, OBB has provided the HOA with written notice of its intent to suspend Platform Services to all Homeowners (including those who are current in their homeowner assessments) thirty (30) days after the date of such notice, and the HOA has not brought the arrearage current prior to the expiration of such thirty (30) day period. Any such suspension of Platform Services shall continue until such time as the arrearage has been brought current.

Section 6.6 Effect of Termination. Termination of this Agreement shall not affect the rights of either OBB or the HOA with respect to any claims or damages either shall have suffered as a result of any breach of this Agreement by the other, nor shall it affect the rights of OBB or the HOA with respect to any liabilities or claims accrued, or based upon events occurring prior to the date of termination. Upon termination of this Agreement pursuant to Section 6.5, OBB shall have the right to bill the Homeowners directly for Platform Services and to appoint a collection agent to collect the Platform Service fees from the Homeowners.

Section 6.7 Survival Upon Termination. The covenants, representations and warranties provided in this Agreement shall survive the termination or expiration of this Agreement, and shall remain in full force and effect for a period of two (2) years following such termination or expiration.

ARTICLE VII

COVENANTS, REPRESENTATIONS AND WARRANTIES

Section 7.1 Covenants and Representations of OBB. OBB covenants, represents and warrants as follows:

(a) **Organization and Standing.** OBB is a limited liability company duly organized, solvent, validly existing and in good standing under the laws of the Commonwealth of Virginia.

(b) Authorization and Binding Obligation. OBB has full corporate power and authority to enter into, deliver and fully perform this Agreement. This Agreement has been duly executed and delivered by OBB, and constitutes the valid and binding obligation thereof, enforceable against OBB in accordance with its terms, except to the extent such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditor's rights generally, and by the application of equitable remedies. OBB will employ or engage a sufficiently skilled and licensed staff that is capable of performing the duties and obligations of OBB pursuant to this Agreement.

(c) No Prohibition on Performance. There exists no event or circumstance within the control of OBB or to the knowledge of OBB which precludes or prohibits OBB from performing its obligations pursuant to this Agreement.

(d) Intellectual Property. OBB has or will obtain valid title, license to, interest in and right to the Intellectual Property necessary to operate the System and/or provide the Platform Services pursuant to the terms of this Agreement.

Section 7.2 Covenants and Representations of the HOA. The HOA covenants, represents and warrants as follows:

(a) Organization and Standing. The HOA is a non-stock corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Virginia.

(b) Authorization and Binding Obligation. The HOA has full corporate power and authority to enter into, deliver and perform fully this Agreement. This Agreement has been duly executed and delivered by the HOA, and constitutes the valid and binding obligation thereof, enforceable against the HOA in accordance with its terms, except to the extent such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditor's rights generally, and by the application of equitable remedies.

(c) No Prohibition on Performance. There exists no event or circumstance within the control of the HOA or to the knowledge of the HOA which precludes or prohibits the HOA from performing its obligations under this Agreement.

(d) CC&R's. The HOA covenants that the CC&R's are a binding obligation of the HOA and enforceable against the HOA in accordance with their terms. The HOA covenants not to amend the CC&R's such that the amendment would (i) result in a termination of this Agreement or allow the HOA to terminate this agreement or (ii) have a materially adverse effect on OBB.

(e) Development. From time to time, as additional real estate is subjected to the CC&R's, and Easement Two is increased in scope to cover such additional real estate or an exclusive easement substantially similar to Easement Two is provided to cover such additional real estate, the HOA shall so notify OBB and such additional real estate shall be incorporated within the term "Development".

ARTICLE VIII

GENERAL PROVISIONS

Section 8.1 Dispute Resolution. Wherever this Agreement requires the use of Dispute Resolution, the process contained in this Section shall be used. For purposes of this Section, the notice of dispute ("DR Notice") must be in writing and provided by means provided in Section 8.3. The notice shall specify the issues in dispute and the outcome desired by the Party giving such notice ("Noticing Party"). The Noticing Party shall file a request ("Request for Arbitration") with the American Arbitration Association ("AAA") to appoint an arbitrator with expertise in communications-related issues ("Arbitrator"). Each Party to the dispute will appoint an expert with knowledge of the subject matter of the dispute ("Party Experts") within thirty (30) days after the Request for Arbitration. The Request for Arbitration shall include a copy of this Section and a statement directing the Arbitrator to conduct the proceedings and render a decision consistent herewith. The Party Experts shall meet for a thirty (30) calendar day period [unrelated to Section 6.2(c)] commencing upon appointment of the Party Experts and (1) negotiate in good faith in an attempt to develop a consensual resolution, and (2) develop a position acceptable to each such Party as to the appropriate final resolution of the dispute ("Final Position"). If the dispute is still unresolved after the such Period, the Parties will, within thirty (30) calendar days after the conclusion of the such Period, submit their Final Positions in writing, with a written statement of reasons, to the Arbitrator and to all other Parties ("Submission"). The Arbitrator will then be required to render a final decision, with reasons stated. Failure to submit a Submission within the required time shall be deemed a waiver of such Party's right to submit a Submission, unless a late submittal is expressly permitted by all other Parties to the dispute. The Arbitrator's decision will be final and binding upon the Parties. Any arbitration decision shall include a written statement of the reasons. The Arbitrator may, in his or her discretion, convene one or more hearings, on no less than seven (7) business days written notice. Availability of discovery shall always be permitted under this Section 8.1. Any request for discovery shall be made at the time of submittal of the Submissions, with reasons stated. Unless otherwise stated or modified, all other applicable rules of the AAA shall apply. The Arbitrator shall award costs, including attorney's fees, incurred in pursuing such Dispute Resolution in his or her discretion, in furtherance of Section 8.14 of this Agreement.

Section 8.2 Limitation of Liability. No party shall be liable to the other parties for any consequential or special damages arising out of or related to this Agreement.

Section 8.3 Notice. Any notice, request, demand, report, consent or other document or instrument which may be required or permitted to be furnished to or served upon a party hereunder shall be in writing which shall be personally delivered or sent by facsimile (with a duplicate copy sent by any other permitted method), telegram, cable or telex or deposited in the United States mail, registered or certified mail, return receipt requested, postage prepaid, addressed to the party entitled to receive the same at its address set forth below (or such other address as such party shall designate by notice to the other party given in the manner set forth herein):

c/o Broadlands Communications, LLC
42935 Waxpool Road
Ashburn, Virginia 20148
Attn: Robert Woodruff

OpenBand at Broadlands LLC
c/o OpenBand SPE II, LLC
3725 Concorde Parkway, Suite 100
P.O. Box 220870
Chantilly, Virginia 20153
Attn: William Dean

With a copy to: Fleischman and Walsh, L.L.P.
1400 Sixteenth Street, N.W., Sixth Floor
Washington, D.C. 20036
Attn: Lawrence R. Freedman

Shaw Pittman
2300 N. Street, N.W.
Washington, D.C. 20037-1128
Attn: Tina Reynolds

Terrabrook
3030 LBJ Freeway, Suite 1500
Dallas, Texas 75234
Attn: Cynthia Stephens

To the HOA: Southern Walk at Broadlands Homeowner's Association, Inc.
42935 Waxpool Road
Ashburn, Virginia 20148
Attn: Tracy Z. Graves

With a copy to: McGuireWoods LLP
1750 Tysons Boulevard, Suite 1800
McLean, Virginia 22102-3892
Attn: Michael J. Giguere, Esq.

Such notice shall be effective, (i) if sent by facsimile transmission, when a facsimile confirmation of effective delivery is received or upon date of refusal or acceptance of delivery of the confirmation hard copy, whichever shall first occur, or (ii) if mailed or sent by courier, upon the date of delivery or refusal as shown by the return receipt therefor.

Section 8.4 Successors and Assigns. The HOA may assign this Agreement, or any rights it may have, only after receiving the written consent of OBB. This Agreement shall be

binding upon OBB and the HOA and their respective successors in interest and permitted assigns.

Section 8.5 Further Assurances. Each party agrees that it shall execute and deliver such further instruments, provide all information, and take or forbear from taking such further action and things as may be reasonably required or useful to carry out the terms, intent and purpose of this Agreement and as are not inconsistent with the terms of this Agreement, including, without limitation amending the CC&R's from time to time to carry out the terms and intent of this Agreement.

Section 8.6 Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Virginia without giving effect to the provisions, policies or principles to the conflict of laws.

Section 8.7 No Waiver. No failure or delay by a Party in exercising any default, right or remedy under this Agreement and no course of dealing between the Parties shall operate as a waiver of any such right or remedy. No single or partial exercise of any default, right or remedy by a Party under this Agreement preclude any other or further exercise of such default, right or remedy. The rights and remedies available to the Parties are cumulative and not exclusive of any other rights and remedies provided by law or equity.

Section 8.8 Severability; Compliance with Laws. The parties agree that the activities under this Agreement shall be subject to and comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, property or the subject matter of this Agreement. If any portion of this Agreement is declared invalid or unenforceable by a court or governmental authority of competent jurisdiction, this shall not affect the validity or enforceability of any remaining portion, which such remaining portion(s) shall remain in full force and effect as if this Agreement had been executed with the invalid or unenforceable portion(s) eliminated.

Section 8.9 Federal and State Regulations. Notwithstanding anything contained herein to the contrary, OBB shall not be required to perform any obligations under this Agreement if such performance would violate and federal or state law or regulation and OBB shall be allowed and required to perform all requirements specifically mandated by federal or state law or regulation.

Section 8.10 Force Majeure. Each Party shall have no liability to the others for any failure to perform its obligations hereunder, to the extent such failure is due to severe unusual weather, an act of God, fire, strike (or other labor dispute), riot, act of terrorism, failure of performance by a common carrier, failure of performance by a public utility, governmental action, vandalism or failure of performance by an entity providing prerequisite services related to the provision of Services to the Development. OBB shall also have no liability to any Party for any failure to perform its obligations hereunder for any equipment failure(s) not due to the action or inaction of OBB so long as OBB timely performs under its disaster recovery plan.

Section 8.11 Amendment; Entire Agreement. This Agreement may be amended only by a written amendment executed by the undersigned parties. All exhibits to this Agreement are

intended to be attached to this Agreement and, whether or not so attached, are incorporated herein by reference as if set forth in full. Any addenda attached to this Agreement are incorporated herein by reference.

Section 8.12 Counterparts. This Agreement may be executed in any number of counterparts and each shall be considered an original and together they shall constitute one Agreement.

Section 8.13 Headings. All headings contained herein are for convenience only and have no legal meaning.

Section 8.14 Recovery of Costs. The prevailing Party in any litigation, proceeding or action commenced in connection with enforcing any of the provisions of this Agreement shall recover any and all legal expenses incurred in pursuing such litigation, proceeding or action from the non-prevailing Party.

Section 8.15 Interest. In connection with all payments to be made in accordance with this Agreement, a Party shall be required to pay interest on any payments past due more than thirty (30) days at an annual rate equal to the prime rate interest (as stated in the Wall Street Journal measured on the date thirty (30) calendar days preceding the date that such payment became past due), plus five (5%) percent, from the date due until the date paid. If, from any circumstances whatsoever, at the time of payment of any interest pursuant to this Section is due, such payment exceeds the limit currently prescribed by any applicable usury statute or law, with regard to payments of like character and amount, then such payment shall be reduced to the limit permitted, so that in no event shall any payment due in accordance with this Section, exceed the current limit permitted; but such payment shall be fulfilled to the limit permitted.

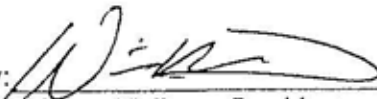
Section 8.16 Day References. References to "business" days within this Agreement shall mean any day between and including Monday through Friday, but is not meant to include federal holidays that may fall on such day. Additionally, if the date of any notice required to be given or action to be taken hereunder falls on a weekend or federal holiday, such notice or action may be delivered or taken on the next business day. Unless specifically stated, references to "days" mean calendar days.

Section 8.17 Confidentiality. All documents and information exchanged between the Parties under this Agreement shall be held in confidence and solely for the purposes of implementing and enforcing this Agreement.


Section 8.18 Memorandum. Any Party may record this Agreement or a memorandum of this Agreement among the land records of the applicable jurisdiction in which the Development is located and the Party requesting such recordation will pay the costs of such recordation. Upon the written request of any Party to execute such memorandum, all other Parties will promptly execute such memorandum and if any Party fails to promptly execute such memorandum, such Party appoints any other Party as attorney-in-fact to execute such memorandum.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

OPENBAND AT BROADLANDS LLC
a Virginia limited liability company

By: 
William H. Dean, President

**SOUTHERN WALK AT BROADLANDS
HOMEOWNERS ASSOCIATION, INC.**
a Virginia non-stock corporation

By: 
Name: Tracy E. Graves
Title: President

135976_8

Exhibit A

See Attached.

PLATFORM SERVICES

The Parties to the HOA Agreement (to which this Exhibit A is attached) acknowledge and agree that the Platform Services described below may be revised from time to time, in accordance with the terms of the HOA Agreement. Notwithstanding anything contained herein to the contrary, nothing in this appendix shall modify or limit any requirements set forth in the HOA Agreement.

I. Basic Telephone Service

a. Basic Telephone Service

Definition: Access to the Public Switched Telephone Network (PSTN)

Includes:

- One Telephone Number
- Unlimited Local calling
- Access to all locally available long distance common carriers
- Access to operator services
- Access to directory services
- E-911
- 900, 976 number blocking
- Collect call blocking

Price: - \$17.81/month*

II. Basic Internet Service

a. High Speed Internet Access

Definition: Access from the home to Internet and community network resources via a dedicated fiber connection to each home

Includes:

- 100BaseFX Ethernet connection to each home
- Private subnet
- Dynamically Assigned IP Addresses
- Use of Openband DNS Servers
- 5 Mail User Accounts, 50Mb Disk Space Limit per Household
- Use of Openband SMTP Relay for Outbound Mail
- 5 Mb disk space on Web Hosting Server
- Access to Web Based Account Management
- Access to Community Intranet

Price: \$ 64.95/Month*¹

¹ The rates set forth herein contemplate residential, home office and/or telecommuter use only.

III. Basic Video Television Service

a. Analog and Digital Video Delivered Programming Services

Definition: Television programming consisting of analog and digital channels, as well as digital audio programming

Includes:

- Minimum of 120 channels of video and digital music programming
- 1 Digital set top
- 1 Multiple device remote control

Price: \$ 48.74/Month*

* Prices do not include federal, state, and local taxes, surcharges, and regulatory fees.

Exhibit B

See Attached.



Bowers & Associates, Ltd.

Consulting Engineers, Land Surveyors and Landscape Architects

September 13, 2001

RE: Broadlands South
Metes & Bounds Description & Drawing #1707
B&A Project No. 2001.0810.00

To whom it may concern:

I hereby certify that the metes & bounds description of "A Portion of the Land of Broadlands Associates" (Deed Book 1296 at Page 1434 & Deed Book 1296 at Page 1449), part of Tax Map 78 - Parcel 27 & 28A as prepared by Bowers & Associates, Ltd., dated August 28, 2001 identifies the boundaries of the land graphically depicted on Exhibit 'A' (reference B&A File # 1707, dated August 28, 2001).

Randall C. McEntire

Licensed Surveyor
Virginia Certification # 1731



\\Proliant\Admin\Projects\2001.0810.00 Broadlands South Par 27 & 28A\Ltr 09-13-01 Surveyors Certification.doc

METES AND BOUNDS DESCRIPTION
OF
A PORTION OF THE LAND OF BROADLANDS ASSOCIATES
DEED BOOK 1296 AT PAGE 1434
DEED BOOK 1296 AT PAGE 1449
PART OF TAX MAP 78 PARCELS 27 & 28A
LOUDOUN COUNTY, VIRGINIA
AUGUST 28, 2001

BEING A PORTION OF LANDS AS SHOWN ON ALTA/ACSM LAND TITLE SURVEY PROPERTY OF BROADLANDS ASSOCIATES, PREPARED BY BOWERS & ASSOCIATES, Ltd., (B&A FILE NO. C-721) DATED MAY 16, 1995, REVISED JUNE 1, 1995. SAID AREA GRAPHICALLY DEPICTED ON EXHIBIT "A" AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIPE FOUND THE SOUTHWEST CORNER OF SAID BROADLANDS ASSOCIATES, TAX MAP 78 PARCEL 28A, SAME BEING THE SOUTHEAST CORNER OF ARCOLA INVESTMENTS ASSOCIATES, AS RECORDED IN DEED BOOK 922 AT PAGE 347, TAX MAP 78 PARCEL 28, ALSO BEING IN THE NORTH LINE OF 645 ASSOCIATES LIMITED PARTNERSHIP, AS RECORDED IN DEED BOOK 975 AT PAGE 639, CORRECTED DEED BOOK 979 AT PAGE 401, TAX MAP 92 PARCEL 36;

THENCE DEPARTING SAID NORTH LINE OF 645 ASSOCIATES AND WITH SAID BROADLANDS ASSOCIATES AND SAID ARCOLA INVESTMENTS ASSOCIATES N 08°45' 27" E, 1141.75', TO AN IRON PIPE FOUND, THE NORTHEAST CORNER OF SAID ARCOLA INVESTMENTS ASSOCIATES, SAME BEING THE SOUTHEAST CORNER OF AL-SAIGH ET AL, AS RECORDED IN DEED BOOK 838 AT PAGE 136, TAX MAP 78 PARCEL 32B.

THENCE FIRST WITH SAID BROADLANDS ASSOCIATES, AND SAID AL-SAIGH ET AL, AND SECOND WITH SAID BROADLANDS ASSOCIATES AND AL-SAIGH ET AL, AS RECORDED IN DEED BOOK 839 AT PAGE 756, TAX MAP 78 PARCEL 32, N 08°41' 06" E, 1873.47', TO A REBAR FOUND, THE NORTHEAST CORNER OF THE SAID AL-SAIGH ET AL, TAX MAP 78 PARCEL 32, SAME BEING THE SOUTHEAST CORNER OF PARSELL LIMITED COMPANY, AS RECORDED IN DEED BOOK 1341 AT PAGE 1455; TAX MAP 78 PARCEL 31;

THENCE WITH SAID BROADLANDS ASSOCIATES AND SAID PARSELL LIMITED COMPANY, N 08°56' 59" E, 1146.16', TO AN IRON PIPE FOUND, AND N 17°43' 01" E, 241.80', TO AN IRON PIPE FOUND, THE SOUTHWEST CORNER OF MARY ELLEN POOLE, AS RECORDED IN DEED BOOK 1335 AT PAGE 75, TAX MAP 78 PARCEL 29B; SAME BEING THE NORTHWEST CORNER OF SAID BROADLANDS ASSOCIATES;

THENCE WITH SAID BROADLANDS ASSOCIATES AND SAID POOLE, N 85°54' 11" E, 533.23', TO AN IRON PIPE FOUND, THE SOUTHEAST CORNER OF SAID POOLE, SAME BEING THE SOUTHWEST CORNER OF COUNTY SCHOOL BOARD OF LOUDOUN COUNTY, VIRGINIA, AS RECORDED IN DEED BOOK 1686 AT PAGE 1483;

THENCE WITH THE NORTH LINE OF SAID BROADLANDS ASSOCIATES, TAX MAP 78, PARCEL 28A AND WITH SAID COUNTY SCHOOL BOARD OF LOUDOUN COUNTY, VIRGINIA, N 85°50' 28" E, 544.03' TO POINT;

THENCE DEPARTING THE BOUNDARY AS SHOWN ON THE AFOREMENTIONED ALTA/ACSM LAND TITLE SURVEY AND RUNNING WITH SAID COUNTY SCHOOL BOARD OF LOUDOUN COUNTY, VIRGINIA, THE FOLLOWING COURSES AND DISTANCES:

S 09°59'18" W, 956.63' TO A POINT;

ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 702.00', A CENTRAL ANGLE OF 02°54'20" AND A CHORD OF S 51°52'14" E, 35.60' TO A POINT;

ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 473.00', A CENTRAL ANGLE OF 34°57'10" AND A CHORD OF S 67°53'38" E, 284.10' TO A POINT;

ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 527.00', A CENTRAL ANGLE OF 21°34'34" AND A CHORD OF S 74°34'56" E, 197.28' TO A POINT;

N 26°12'21" E, 64.00' TO A POINT;

N 83°33'03" E, 275.19' TO A POINT;

N 10°38'54" E, 1114.17' TO A POINT;

THENCE RUNNING WITH THE BOUNDARY AS SHOWN ON THE AFOREMENTIONED ALTA/ACSM LAND TITLE SURVEY AND WITH THE NORTH LINE OF SAID BROADLANDS ASSOCIATES, TAX MAP 78, PARCEL 28A;

N 85°50'28" E, 336.62' TO A POINT;

N 85°48'27" E, 49.48' TO A POINT;

THENCE DEPARTING THE BOUNDARY AS SHOWN ON THE AFOREMENTIONED ALTA/ACSM LAND TITLE SURVEY AND RUNNING THROUGH BROADLANDS ASSOCIATES, THE FOLLOWING COURSES AND DISTANCES:

ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 1900.00', A CENTRAL
ANGLE OF 05°40'21" AND A CHORD OF N 05°14'59" E, 188.03' TO A POINT;

S 82°36'09" E, 234.32' TO A POINT;

S 66°38'52" E, 171.65' TO A POINT;

N 76°35'55" E, 166.35' TO A POINT;

S 47°37'34" E, 241.16' TO A POINT;

S 67°07'47" E, 383.35' TO A POINT;

N 57°02'04" E, 125.68' TO A POINT;

S 79°49'16" E, 46.49' TO A POINT;

S 58°54'29" E, 39.76' TO A POINT;

S 33°30'30" E, 72.48' TO A POINT;

S 03°07'00" E, 51.09' TO A POINT;

S 13°57'56" E, 143.46' TO A POINT;

S 24°45'35" E, 25.17' TO A POINT;

S 39°22'57" E, 113.98' TO A POINT;

S 51°47'43" E, 41.53' TO A POINT;

S 69°43'01" E, 97.07' TO A POINT;

S 56°09'33" E, 136.77' TO A POINT;

S 46°58'04" E, 196.61' TO A POINT;

S 66°14'20" E, 234.67' TO A POINT;

S 37°10'52" E, 33.24' TO A POINT;

S 52°34'19" E, 30.42' TO A POINT;

N 75°59'58" E, 20.50' TO A POINT;

N 46°32'50" E, 14.19' TO A POINT;

S 76°51'23" E, 41.06' TO A POINT;

S 62°21'35" E, 250.76' TO A POINT;

S 52°05'11" E, 138.88' TO A POINT;

S 46°07'30" E, 116.92' TO A POINT;

S 61°34'00" E, 194.11' TO A POINT;

S 12°58'40" W, 198.27' TO A POINT;

S 63°25'33" W, 335.61' TO A POINT;

S 83°17'06" W, 705.56' TO A POINT;

N 79°24'56" W, 294.83' TO A POINT;

N 50°24'30" W, 177.34' TO A POINT;

S 86°11'19" W, 106.26' TO A POINT;

S 48°07'16" W, 520.19' TO A POINT;

N 79°38'10" W, 320.31' TO A POINT;

S 32°34'49" W, 702.33' TO AN IRON PIPE FOUND AT THE NORTHWEST CORNER OF LARRY A. BROWN AND BETTY L. BROWN, AS RECORDED IN DEED BOOK 465 AT PAGE 649, TAX MAP 78 PARCEL 20;

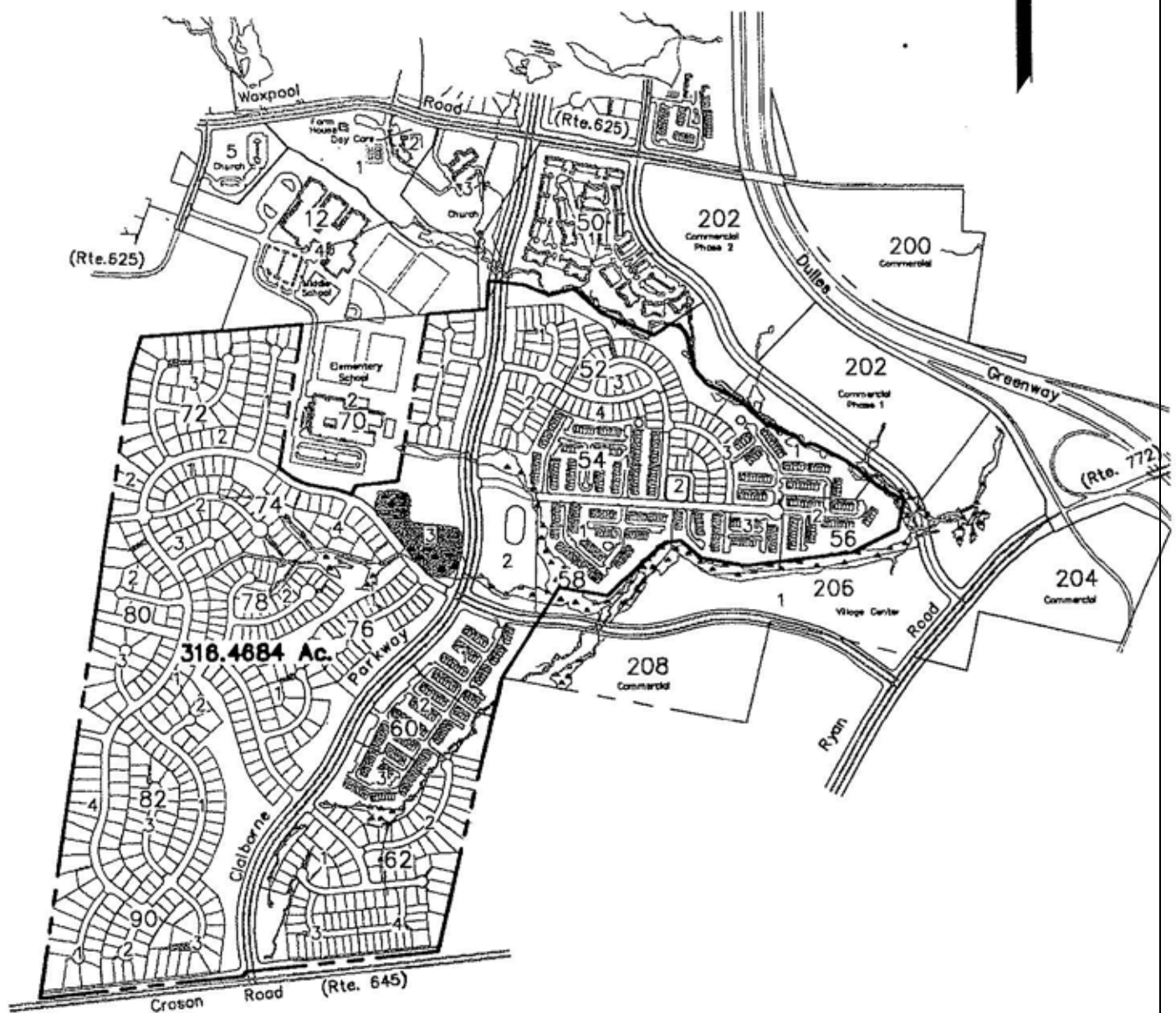
THENCE WITH THE AFOREMENTIONED ALTA/ACSM LAND TITLE SURVEY, BROADLANDS ASSOCIATES, TAX MAP 78 PARCEL 27 AND SAID BROWN, TAX MAP 78 PARCEL 20, S 13°43' 32" W, 1848.88', TO AN IRON PIPE FOUND THE SOUTHWEST CORNER OF SAID BROWN, SAME BEING THE SOUTHEAST CORNER SAID BROADLANDS ASSOCIATES TAX MAP 78 PARCEL 27, ALSO BEING IN THE NORTH LINE OF ROUTE 645 CROSON LANE, 15' FROM CENTERLINE OF EXISTING GRAVEL ROAD.

THENCE WITH SAID BROADLANDS ASSOCIATES TAX MAP 78 PARCEL 27, AND SAID NORTH LINE OF ROUTE 645, S 84°32' 07" W, 1276.58', TO THE AN IRON PIPE FOUND THE SOUTHWEST CORNER OF BROADLANDS ASSOCIATES, TAX MAP 78 PARCEL 27, SAME BEING IN THE EAST LINE OF SAID BROADLANDS ASSOCIATES TAX MAP 78 PARCEL 28A;

THENCE WITH SAID BROADLANDS ASSOCIATES TAX MAP 78 PARCEL 28A AND SAID NORTH LINE OF ROUTE 645, S 27°35' 35" W, 27.76' TO A COPPER ROD FOUND, THE SOUTHEAST CORNER OF SAID BROADLANDS ASSOCIATES TAX MAP 78 PARCEL 28A, SAME BEING IN THE NORTH LINE OF SAID 645 ASSOCIATES LIMITED PARTNERSHIP;

THENCE WITH SAID BROADLANDS ASSOCIATES TAX MAP 78 PARCEL 28A, SAID 645 ASSOCIATES LIMITED PARTNERSHIP AND SAID NORTH LINE OF ROUTE 645, S 84°20' 22" W, PASSING AN END OF STATE MAINTENANCE SIGN FOR ROUTE 645, AT 1060' FOR A TOTAL DISTANCE OF 1359.82', TO THE POINT OF BEGINNING AND CONTAINING 316.4684 ACRES OF LAND, MORE OR LESS.

EXHIBIT "A"



BROADLANDS
a TERRABROOK™/VAN METRE community

Exhibit C

See Attached.

PREMIUM SERVICES

The Parties to the HOA Agreement (to which this Exhibit C is attached) acknowledge and agree that the Premium Services described below may be revised from time to time, in accordance with the terms of the HOA Agreement. Notwithstanding anything contained herein to the contrary, nothing in this appendix shall modify or limit any requirements set forth in the HOA Agreement.

I. Premium Telephone Services

a. Premium Voice Services

Definition: Services that will be available immediately at an increased or per usage cost to the user

Services Include:

- Voice Mail
- Anonymous Call Rejection with Caller ID
- Anonymous Call Rejection without Caller ID
- Call Forwarding Busy Line
- Call Forwarding Busy Line and Don't Answer
- Call Forwarding Variable
- Call Waiting/Cancel Call Waiting
- Caller ID Deluxe (Name and Number)
- Caller ID Standard (Number Only)
- Hunting
- Priority Call
- Remote Access to Call Forwarding
- Repeat Call
- Return Call
- Select Forward
- Special Ring (per dependent number)
- Three Way Calling/Call Hold
- Long Distance Services
 - Intralata
 - Interlata
- Calling Card Services
- Guardian Services

II. Premium Internet Services

a. Premium Internet Services

Definition: Services that provide complementary or value added Internet services

Services Include:

- Level 2 through 4 Extended Mail and Web Hosting Tiers
- Publicly Reachable IP Addresses
- Personal Domain Registration

- On Site Setup and Support
- Guardian Services

III. Premium Video Services

a. Premium

Definition: Services that provide additional viewing selections to the consumer

Services Include:

- Premium Plexes (Multiple screens)
 - HBO
 - Showtime/The Movie Channel
 - Cinemax
 - Encore/STARZ!
- Pay Per View
 - Movies
 - Sports
 - Adult
 - Special Events
- Additional Set Tops with Remote Guardian Services

Exhibit D

See Attached.

CONTRACT SERVICE REQUIREMENTS

Under Normal Operating Conditions, interrupted telephone service shall be restored in forty-eight (48) hours or less from the time a Service Interruption is reported.	
Under Normal Operating Conditions, basic telephone orders received before close of business and not requiring a premise visit must be completed by next business day after the order was received. The payments are on a per occurrence basis.	
Under Normal Operating Conditions, basic telephone orders received before close of business and requiring a premise visit must be completed within 3 business days after the date the order is received. The payments are on a per occurrence basis.	
Under Normal Operating Conditions, premium telephone orders will be completed by the close of business 5 business days after the order was received. The payments are on a per occurrence basis.	
Under Normal Operating Conditions, must commence work on interruptions within 48 hours of customer notification unless customer requests later date.	
For installations and service calls requiring Homeowner appointments, the appointments may be scheduled for a specific time or during a 4 hour time block during Normal Business Hours. Appointments shall not be canceled with a Homeowner after the close of business on the business day prior to said appointment. If OBL is unable to fulfill an appointment as scheduled, the Customer shall be notified at least 24 hours in advance of the scheduled appointment or OBL will pay Homeowner \$25 within 3 days of appointment. The \$25 increases \$5 every five years.	
Under Normal Operating Conditions, for valid complaints not the result of customer action, OBL shall make every effort to successfully repair Service Interruptions during the agreed appointment with the Homeowner. If the Service Interruption is not repaired within 48 hours of the agreed appointment because of service repair quality including insufficient or incompetent labor, inadequate inventory of parts, rework, lack of equipment, or other actions that reflect deficient customer service quality, the Homeowner will receive a credit equal to ten percent (10%) of the Homeowner's normal monthly billing for the Service(s) interrupted. For each additional 48 hours that the repair is not fixed due to customer service/ repair deficiencies the Homeowner will receive an additional 10% credit. The credit applies to individual Homeowner service calls.	
Standard installations must be completed in 7 business days of order. The payments are on a per occurrence basis.	

Exhibit E

See Attached.

REGULATORY FEES

I.	Basic Telephone Service	\$ 17.81
II.	Basic Internet Service	\$ 64.95
III.	Basic Video Service	<u>\$ 48.74</u>
	Subtotal	\$131.50

IV. Taxes; Federal, State, and Local and Regulatory Fees:

Total Monthly Tax and Regulatory Requirement per Home Owner
Includes:

- Voice***
 - Federal Telecommunications Tax (3%)
 - VA State Tax (4.5%)
 - E-911 (\$1.75)
 - Relay Surcharge Fee (\$0.16)
 - Public Right of Way Use Fee (\$0.57)
 - Universal Service Fund (\$0.36)
 - Line Number Portability (\$0.23)
- Video
 - Loudoun County Franchise Fee (5%)*
- Data
 - VA State Tax (4.5%)*

Total Tax and Fees \$14.75**

TOTALS

\$146.25

* Anticipated

**Estimated, includes anticipated

*** In the event OpenBand is required by a regulatory agency, court or governmental body to charge a FCC Access Fee or the like, such fee shall be included as a Regulatory Fee on future billings and the HOA shall reimburse OpenBand if required to pay and/or collect such fee for a prior time period (up to twelve months) unless precluded by applicable law.



"Max R. Kipfer"
<mkipfer@openband.net>

10/17/02 10:08 AM

To: <jda@armstrong.net>
cc:
Subject: OpenBand Rate Adjustment

James,

FYI - OpenBand will be increase it bulk rates for telephone and video service effective January 1, 2003. The new rates are:

Telephone - \$20.79

Video - \$51.17

Data - Unchanged

This is a total monthly increase of \$5.41 plus any applicable taxes.

See attached memo presented to the OpenBand at Broadlands Executive Committee last month.

If you have any questions please don't hesitate to contact me.

Max Kipfer
EVP & GM
OpenBand



703.961.5444 Rate Adjust Notice OBB 2003

MEMORANDUM

To: OpenBand at Broadlands Executive Committee

From: Max R. Kipfer

Date: September 5, 2002

Re: OpenBand 2003 Bulk Basic Rate Adjustments

In accordance with Section 4.7 of the Services Agreement (see language below*) the following are the OpenBand Bulk Basic Rates effective January 2003.

Telephone:

Original OpenBand Rate (2001): \$17.81 **New OpenBand Rate (2003): \$20.79**

Breakdown and comparison to Verizon:

Basic Verizon Products and Services	\$16.43
Federal Subscriber Line Charge	<u>\$ 6.00</u>
	\$22.43

Basic OpenBand Products and Services	\$14.79 (10% discount)
Federal Subscriber Line Charge	<u>\$ 6.00</u>
2003 Rate	\$20.79

Page 2
 OBB Memo – OpenBand 2003 Bulk Basic Rate Adjustments
 September 5, 2002

Video:

Original 2001 OpenBand Rate \$48.74 **New 2003 OpenBand Rate: \$51.17**

Breakdown and comparison to Adelphia:

Adelphia Basic Analog Service (June 2002)	\$48.70
Digital Basic (inc. set top and remote)	<u>\$11.95</u>
	\$60.65

OpenBand Digital Basic (2003) \$51.17 (16% discount)

Data:

Original Rate (2001): \$64.95 **New Rate (2003): \$64.95 (unchanged)**

* Section 4.7 Pricing of Services to Customers.

(c) During the term of this Agreement, the costs of each of the Mandatory Services shall not exceed an amount equal to ninety percent (90%) of the rate charged by the Comparable Provider for similar video and ILEC telephone services of equal quality as required under this Agreement (excluding short / term and promotional pricing). The cost of Internet access services will not exceed the following percentages of the average rate charged by three (3) competitive residential Comparable Providers: fifty percent (50%) in the first year in which OPENBAND provides Services to Homeowners ("Year One"), sixty percent (60%) in Year Two, seventy percent (70%) in Year Three, eighty percent (80%) in Year Four, and ninety percent (90%) thereafter; notwithstanding, OPENBAND shall not raise the cost of Internet Services more than five percent (5%) each year. Internet speed will be compared to Comparable Providers of similar services, and such comparisons shall include the average of forward and reverse bit rates and be based upon the cost of per bps.

See attached documents:

- Verizon current residential statement
- Adelphia June 2001 Rate Increase Notice
- Adelphia June 2002 Rate Increase Notice

6.0 Exhibit C: SWHOA Articles of Incorporation

ARTICLES OF INCORPORATION
FOR
SOUTHERN WALK AT BROADLANDS HOMEOWNERS
ASSOCIATION, INC.

\\ODMA\PCDOCS\REALESTATE-ENV\1802\3

ARTICLES OF INCORPORATION
FOR
SOUTHERN WALK AT BROADLANDS HOMEOWNERS
ASSOCIATION, INC.

In compliance with the requirements of Chapter 10 of Title 13.1 of the Code of Virginia, as amended, the undersigned, who is at least twenty-one (21) years of age, has this day, by execution of these Articles of Incorporation, voluntarily declared himself to be an incorporator for the purpose of forming a non-stock, non-profit corporation pursuant to the general laws of Virginia, and does hereby certify:

ARTICLE I

NAME OF CORPORATION

The name of the corporation is Southern Walk at Broadlands Homeowners Association, Inc., a Virginia non-stock corporation (the "Association"). The duration of the Association is perpetual. The Association shall be a community association, as that term is defined in the Virginia Nonstock Corporation Act.

ARTICLE II

REGISTERED OFFICE

The initial registered office of the Association is 1750 Tysons Boulevard, Suite 1800, McLean, Fairfax County, Virginia 22102.

ARTICLE III

REGISTERED AGENT

Michael J. Giguere, who is a resident of Virginia, a member of the Virginia State Bar, and whose business address is 1750 Tysons Boulevard, Ste. 1800, McLean, Fairfax County, Virginia 22102 (being the same address as the registered office) is hereby appointed the initial registered agent of this Association.

ARTICLE IV

POWERS AND PURPOSES

Capitalized and defined terms not defined herein shall have the meaning ascribed to them by the Declaration of Covenants, Conditions and Restrictions for Southern Walk at Broadlands (the "Declaration"). Said Declaration is incorporated herein as if set forth at length and made a part hereof. Association documents shall be construed together and deemed to incorporate one another. The Association shall be a subassociation of the master homeowners association for Broadlands, Broadlands Association, Inc. (the "Master Association").

This Association does not contemplate pecuniary gain or profit, direct or indirect, to the members thereof, and the specific purposes for which it is formed are to assure maintenance, preservation and architectural control, either through itself or through the Master Association, of the Lots and Common Area within the Property known or to be known as Southern Walk at Broadlands, County of Loudoun, Virginia (the "Property"), and to provide, or cause to provide for, the installation and maintenance of an exclusive private utility system within the Property, and any additions thereto as may hereafter be brought within the jurisdiction of this Association. For these purposes, the Association shall have the power and authority to:

(a) Exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in the Declaration applicable to the Property and recorded or to be recorded among the land records of the County of Loudoun, Virginia, as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length and made a part thereof;

(b) Fix, levy, collect and enforce payment by any lawful means, of all charges or assessments pursuant to the terms of the Declaration, including but not limited to Telecommunications Charges as defined therein, either by itself or through the Master Association; to pay all expenses in connection therewith, including all office expenses, licenses, taxes or governmental charges levied or imposed against the property of the Association and all other expenses incident to the conduct of the business of the Association;

(c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs incurred, pursuant to the terms of the Declaration;

(d) Promote and provide for the health, safety, convenience, comfort and general welfare of the Owners of the Lots and the occupants of the Property, as set forth in the Declaration;

(e) Exercise all other rights and powers and perform all duties and obligations of the Association as set forth in the Project Documents; and

(f) Have and exercise any and all powers, rights and privileges now or hereafter conferred by law on Virginia non-stock corporations as may be necessary or desirable to accomplish the purposes set forth above.

ARTICLE V

NO CAPITAL STOCK

This Association is not authorized to issue any capital stock and shall not be operated for profit. The Association does not anticipate distributing dividends, gains or profits to its Members. No Member shall have any personal liability for the debts or obligations of the Association. No part of the net earnings of the Association shall inure (other than by providing management, maintenance and care of the Common Areas and other real estate and other than by a rebate of excess membership dues, fees and assessments) to the benefit of any private individual.

ARTICLE VI

MEMBERSHIP AND VOTING

Section 6.1 Membership. Members of the Association shall at all times be, and be limited to, the Declarant (during the Development Period) and the Persons who constitute Owners of the Lots. If more than one Person owns a Lot, then all of the Persons who own such Lot shall collectively constitute one Owner and be one member of the Association. Each such Person is entitled to attend all meetings of the Association. Membership in the Association is mandatory and terminates automatically with ownership of a Lot.

Section 6.2 Classes of Members; Voting Rights.

(a) Classes; Voting Rights. The Association shall have the following classes of members:

The Class A members shall be the Owners of Residential Lots, other than the Declarant, and shall have one vote for each dwelling unit located on such Lot for which a building permit or similar permit has been issued by the appropriate government agency.

The Class B member shall be the Declarant. The Declarant shall have 2,200 votes (a number equal to two (2) times the total number of Class A votes projected when the Submitted Real Estate and Additional Real Estate are fully developed) less the number of votes held by Class A members when a vote is taken. If the Declaration is amended from time to time to include Additional Real Estate that was not originally described on Exhibits A or B to the Declaration when the Declaration was recorded, or if any portion of the Additional Real Estate is rezoned from a non-residential use to a residential use, the number of votes of the Class B member described above shall be increased by two (2) times the number of Class A votes that would be appurtenant to any Lots created on such

real estate if such real estate were fully developed under the applicable zoning regulations and submitted to the Declaration.

When all the real estate described in Exhibits A or B of the Declaration or any amendments thereto has been conveyed to Owners other than the Declarant or a Builder, the Class B membership shall expire.

(b) Assignment of Voting Rights. Any member may assign such member's voting rights, as such voting rights relate to a particular Lot owned by such member, to a lessee of such Lot; provided, however, that the initial term of the lease for such Lot is for a period of not less than five years; and provided, further, that such assignment is evidenced by a written certificate signed by the member and witnessed by a person, other than the assignee, who shall sign their name and address. Such certificate shall be filed with the Secretary. The assignment shall automatically expire upon the termination or expiration of the lease.

(c) Additional Provisions Governing Voting. Additional provisions governing voting rights and procedures shall be as set forth in Article 3 of the Bylaws.

Section 6.3 Required Vote. A Majority Vote of the members shall be necessary for the adoption of any matter voted upon, except that: (1) at least a sixty-seven percent (67%) Vote of the members shall be necessary to adopt any amendment of these Articles or to dissolve the Association; (2) the vote required to approve any amendment to these Articles or the Bylaws which would impair the rights of the Declarant under the Association Documents or to dissolve the Association must include the affirmative vote of the Class B member; and (3) directors shall be elected in accordance with Article VII below. Voting shall not be conducted by class. The Association is also bound by the requirements set forth in Section 13.4 of the Declaration and shall not take any action in violation thereof.

ARTICLE VII

BOARD OF DIRECTORS

Section 7.1 Election of Directors and Term of Office.

(a) Declarant-Controlled Board of Directors. The initial Board of Directors shall consist of three (3) persons; thereafter, the number of directors may be increased to not more than five (5) directors pursuant to this subsection and the Bylaws. Except as provided in this section, all directors shall be appointed by the Class B member who shall appoint, remove and replace all such directors at will, and designate the terms thereof, until the meeting described in Subsection 7.2(b). The term of office of at least one but less than three of the directors first appointed by the Class B member shall expire at the third annual meeting following their appointment, the term of office of at least one but less than three of the directors shall expire at the second annual meeting following their appointment and the term of office of at least one but less than three of the directors shall expire at the first annual meeting following their appointment. The actual number of directors whose term

of office expires at each of the three annual meetings described in the preceding sentence shall be one-third (or a fraction as near to one-third as possible) of the total number of directors. Thereafter, each director shall serve for a three-year term. If the aggregate number of directors is increased pursuant to this Section, terms shall be established so that one-third (or a fraction as near to one-third as possible) of the total number of directors is appointed/elected each year.

The Board of Directors shall be expanded as follows:

(1) The Class B member may expand the Board of Directors by appointing up to two directors in addition to the three initial directors or replacements thereof at any time from the creation of the Association until the meeting described in Subsection 7.1(b).

(2) At the first annual meeting following the issuance of a certificate of occupancy or similar permit by the appropriate governmental agency for dwelling units located on at least 375 Residential Lots, but in any event not later than the fifth annual meeting of the Association, the Board of Directors shall be expanded to include one additional director which must be a Class A member.

(3) At the first annual meeting following the issuance of a certificate of occupancy or similar permit by the appropriate governmental agency for dwelling units located on at least 750 Residential Lots, but in any event not later than the tenth annual meeting of the Association, the Board of Directors shall be expanded to include a second additional director which must be a Class A member.

All members with voting rights (including the Class B member) shall elect the directors representing the Class A members. The positions on the Board not reserved for representatives of the Class A members shall be filled by directors elected solely by the Class B member until the meeting described in subsection 7.1(b).

(b) Owner-Controlled Board of Directors. At the first annual meeting of the Association following the end of the Declarant Control Period or at any special meeting called by the Class B member to transfer control of the Board of Directors, the number of directors shall be increased to seven and all but two of the directors elected by the Class B member shall resign. Until the expiration of the Development Period, the Class B member shall have the right to elect, remove and replace two directors. The remaining directors shall be elected by all classes of members having voting rights (including the Class B member). After the Development Period and the Class B membership have expired, the two directors previously elected solely by the Class B member shall be elected by all classes of members having voting rights.

The persons elected shall serve for the remainder of the terms of office of the resigning directors who such persons replace, or if no resignation was required for the terms of office necessary so that the term of office of one-third (or a fraction as near to one-third as possible) of the directors shall expire at the first three annual meetings after their election. The directors receiving the greatest vote shall be elected for the longest available terms. All successor directors shall be

elected to serve for staggered terms of three years unless elected to fill a vacancy in which case such director shall serve as provided herein. Except for death, resignation or removal, the directors shall hold office until their respective successors shall have been elected.

Section 7.2 Qualifications. No person shall be eligible for election as a member of the Board of Directors unless such person is an Owner, an Owner's spouse, an officer, trustee, general partner or agent of an Owner, the Declarant (or a designee of the Declarant) or a Mortgagee in possession (or a designee of a Mortgagee in possession). No Owner or representative of such Owner shall be elected as a director or continue to serve as a director if such Owner is more than sixty days delinquent in meeting financial obligations to the Association.

Section 7.3 Action by Board of Directors. At all meetings of the Board of Directors a majority of the total number of directors shall constitute a quorum for the transaction of business, and a Majority Vote of the directors while a quorum is present shall constitute a decision of the Board of Directors, unless otherwise provided in the Act, these Articles of Incorporation or the Bylaws. The Bylaws may be amended solely in accordance with Article 12 of the Bylaws. The Board of Directors may not mortgage, pledge or dedicate to the repayment of indebtedness or otherwise transfer, convey or encumber any or all of the Association property without the approval of the members and Mortgagees as required by Section 13.4 of the Declaration.

Section 7.4 Removal or Resignation of Directors. Except with respect to initial directors, directors elected by the Class B member and replacements thereof, at any regular or special meeting of the Association duly called, any one or more of the directors may be removed with or without cause by members entitled to cast a majority of the total number of votes and a successor may then and there be elected by the members to fill the vacancy thus created.

Any director whose removal has been proposed by the members shall be given at least ten days notice of the time, place and purpose of the meeting and shall be given an opportunity to be heard at the meeting. The notice given to members of such meeting shall state that one of the purposes of the meeting is to remove such director. The Class B member may remove and replace any initial director or any director elected by the Class B member or a replacement thereof at will, pursuant to Article VII hereof. A director may resign at any time giving notice to the Board of Directors, the President or the Secretary. Unless otherwise specified, such resignation shall take effect upon the receipt thereof and the acceptance of such resignation shall not be necessary to make it effective. Except for an initial director, any director elected by the Class B member or replacement thereof, a director shall be deemed to have resigned upon disposition by the Owner of the Lot which made such person eligible to be a director, or if not in attendance at three consecutive regular meetings of the Board, if the minutes reflect the Board's decision to remove the director for such absences. No director need be a resident of the Property, but beginning at such time as the directors are elected by all members entitled to vote rather than elected solely by the Class B member and at all times thereafter, if any director was a resident when elected by all the members such director shall be deemed to have resigned at such time as such director ceases to be a resident.

Section 7.5 Vacancies. Vacancies on the Board of Directors caused by any reason other than the removal of a director by the members, or the Class B member, if appropriate, shall be

filled by a Majority Vote of the remaining directors at the meeting of the Board held for such purpose promptly after the occurrence of such vacancy or, if the directors remaining in office constitute fewer than a quorum, an affirmative vote of the majority of the directors remaining in office even though the directors present at such meeting constitute less than a quorum. Each person so elected shall be a director until a successor shall be elected at the next annual meeting of the Association. Vacancies caused by removal of a director by the members shall be filled by a vote of the members and shall serve the remainder of the term of the director being replaced. The Class B member shall designate the successor to an initial director or any director elected by the Class B member. The term of the replacement directors shall expire so that the staggered terms shall remain unaffected.

ARTICLE VIII

LIMIT ON LIABILITY AND INDEMNIFICATION

Section 8.1 Limit on Liability. In every instance in which the Virginia Nonstock Corporation Act, as it exists on the date hereof or may hereafter be amended, permits the limitation or elimination of liability of directors or officers of a corporation to the corporation or its Members, the Directors and Officers of the Association shall not be liable to the Association or its Members.

Section 8.2 Indemnification of Directors and Officers. The Association shall indemnify any individual who is, was or is threatened to be made a party to a civil, criminal, administrative, investigative or other proceeding (including a proceeding by or in the right of the Association, or by, or on behalf of its Members) because such individual is or was a Director or Officer of the Association, or is a fiduciary of an employee benefit plan established at the direction of the Association against all liabilities and reasonable expenses incurred by him or her on account of the proceeding, except such liabilities and expenses as are incurred because of his or her willful misconduct or knowing violation of the criminal law. Before any indemnification is paid, a determination shall be made that indemnification is permissible in the circumstances because the person seeking indemnification has met the standard of conduct set forth above. Such determination shall be made in the manner provided by Virginia law for determining that indemnification of a director is permissible, provided, however, that if a majority of the Directors of the Association has changed after the date of the alleged conduct giving rise to a claim for indemnification, the determination that indemnification is permissible shall, at the option of the person claiming indemnification, be made by special legal counsel agreed upon by the Board of Directors and such person. Unless a determination has been made that indemnification is not permissible, the Association shall make advances and reimbursement for expenses incurred by any of the persons named above upon receipt of an undertaking from him or her to repay the same if it is ultimately determined that such individual is not entitled to indemnification. The termination of a proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not of itself create a presumption that a Director or Officer acted in such a manner as to make such Director or Officer ineligible for indemnification. The Association is authorized to contract in

advance to indemnify any of the persons named above to the extent it is required to indemnify them pursuant to this Section.

Section 8.3 Indemnification of Others. The Association may, to a lesser extent or to the same extent that it is required to provide indemnification and make advances and reimbursements for expenses to its Directors and Officers pursuant to Section 8.2 herein, provide indemnification and make advances and reimbursements for expenses to its employees and agents, the directors, officers, employees and agents of its subsidiaries and predecessor entities, and any Person serving any other legal entity in any capacity at the request of the Association, and may contract in advance to do so. The determination that indemnification under this Section is permissible, the authorization of such indemnification and the evaluation as to the reasonableness of expenses in a specific case shall be made as authorized from time to time by general or specific action of the Board of Directors, which action may be taken before or after a claim for indemnification is made, or as otherwise provided by law. No person's rights under Section 8.2 herein, shall be limited by the provisions of this Section.

Section 8.4 Miscellaneous. The rights of each person entitled to indemnification under this Article shall inure to the benefit of such person's heirs, executors and administrators. Indemnification pursuant to this Article shall not be exclusive of any other right of indemnification to which any person may be entitled, including indemnification pursuant to a valid contract, indemnification by legal entities other than the Association and indemnification under policies of insurance purchased and maintained by the Association or others. However, no person shall be entitled to indemnification by the Association to the extent he or she is indemnified by another, including an insurer.

ARTICLE IX

DISSOLUTION

The Association shall exist in perpetuity unless dissolved.

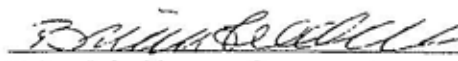
Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be granted, conveyed and assigned to another nonprofit corporation, association, trust or other organization or governmental agency devoted to purposes similar to those for which the Association was created; provided, however, that if a site plan is approved for the Property, or any portion thereof containing Common Area, which changes the design, layout or use of the Property in such a manner that the Common Area is no longer necessary to the new design, layout or use, then such Common Area and other associated assets of the Association may be distributed as agreed upon by Owners entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Owners. The Association shall take no action to dissolve the Association except in accordance with the Declaration.

ARTICLE X

AMENDMENTS

Amendment of these Articles shall require the assent of sixty-seven percent (67%) of the total number of votes (including Declarant as to votes held by Declarant) cast in person or by proxy at a duly called meeting (and, if during the Declarant Control Period) with the approval of the Declarant.

IN WITNESS WHEREOF, for the purpose of forming this Corporation, under the laws of the Commonwealth of Virginia, the undersigned, incorporator of this Association, has executed these Articles of Incorporation this 30th day of August, 2001.


Brian J. Lubkeman, Incorporator

7.0 Exhibit D: SWHOA Bylaws

EXHIBIT O
BYLAWS OF HOA

See attached.

BYLAWS
FOR
SOUTHERN WALK AT BROADLANDS HOMEOWNERS
ASSOCIATION, INC.

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ARTICLE I INTERPRETATIVE PROVISIONS

Terms used herein without definition shall have the meanings specified for such terms in Section 13.1-803 of the Virginia Nonstock Corporation Act. Definitions, terms and other interpretive provisions set forth in Article I of the Declaration of Covenants, Conditions and Restrictions for Southern Walk at Broadlands (the "Declaration") and the Articles of Incorporation for Southern Walk at Broadlands Homeowners Association, Inc., (the "Association") are equally applicable to these Bylaws.

ARTICLE II MEETINGS OF MEMBERS

Section 2.1 Annual Meetings. The first annual meeting of the Association shall be held not later than the first anniversary of the incorporation of the Association, at such time and place as may be fixed by a resolution of the Board of Directors. Subsequent annual meetings of the Association shall be held on weekdays (other than legal holidays recognized as such in Virginia) at least thirty (30) days before the beginning of each fiscal year at such time as may be fixed from time to time by resolutions of the Board of Directors.

Section 2.2 Special Meetings. The Association shall hold a special meeting: (1) upon the call of the President; (2) if so directed by resolution of the Board of Directors; (3) upon a petition presented to the Secretary and signed by members entitled to cast at least twenty-five percent of the total number of votes (excluding the Declarant's votes during the Declarant Control Period); or (4) upon request of the Declarant. The signatures on a petition requesting a special meeting shall be valid for a period of one hundred eighty days after the date of the first such signature. Such resolution, petition or request must: (1) specify the time and place at which the meeting is to be held; (2) either specify a date on which the meeting is to be held which will permit the Secretary to comply with Section 2.3 hereof, or else specify that the Secretary shall designate the date of the meeting; (3) specify the purposes for which the meeting is to be held; and (4) be delivered to the Secretary. No business other than that stated in such resolution, request or petition shall be transacted at such special meeting.

Section 2.3 Notice of Meetings.

(a) Written notice stating the place, day and time of each annual meeting and, in case of a special meeting, the purposes for which the meeting is called, shall be given by the Secretary to each member entitled to vote at such meeting not less than ten nor more than sixty days before the date of the meeting. The giving of notice in the manner provided in this section and Article 11 hereof shall be considered service of notice.

(b) Notwithstanding the provisions of Subsection (a), notice of a meeting to act on an amendment to the Articles of Incorporation or a plan of merger or consolidation or dissolution shall be given in the manner provided above not less than

twenty-five nor more than sixty days before the date of the meeting. Any such notice shall be accompanied by a copy of the proposed amendment, plan of merger or consolidation or dissolution. Any such amendment, plan of merger or consolidation or dissolution shall not be effective unless notice of such matter is provided in accordance with this subsection.

Section 2.4 Waiver of Notice of Meetings.

(a) Whenever any notice is required to be given of any meeting of the Association, a waiver thereof in writing signed by a member entitled to such notice, whether given before or after the meeting, shall be equivalent to the giving of such notice to that member and such waiver shall be delivered to the Secretary for inclusion in the minutes or filing with the Association records.

(b) A member who attends a meeting shall be conclusively presumed to have had timely and proper notice of the meeting or to have duly waived notice thereof, unless such member attends for the express purpose of objecting to the transaction of any business on the grounds that the meeting was not lawfully called or convened and so notifies the person conducting the meeting at or prior to the commencement of the meeting or at or prior to consideration of the matter subject to objection, in the case of a special meeting.

Section 2.5 Quorum. A quorum shall be deemed to be present throughout any meeting of the Association if members entitled to cast at least ten percent (10%) of the total number of votes are present, in person or by proxy, at the beginning of such meeting. Once a member is present at a meeting, such member is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless a new Record Date (as defined in Section 2.8) is set for that adjourned meeting.

If at any meeting of the Association a quorum is not present, a majority of the members who are present at such meeting in person or by proxy may adjourn the meeting to a time not less than forty-eight (48) hours after the time the original meeting was called at such date and place as such members may agree, whereupon the Secretary shall announce the date, time and place at the meeting and make other reasonable efforts to notify all members of such date, time and place.

Section 2.6 Order of Business. Unless otherwise specified in the notice of the meeting, the order of business at all meetings of the Association shall be as follows: (1) roll call (proof of quorum); (2) proof of notice of meeting; (3) reading of minutes of preceding meeting; (4) reports of officers; (5) report of Board of Directors; (6) reports of committees; (7) appointment of inspectors of election (when so required); (8) election of directors (when so required); (9) unfinished business; and (10) new business; provided, however, that balloting for election of directors may commence at any time at the direction of the presiding officer.

Section 2.7 Conduct of Meetings. The President shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meetings and record all resolutions adopted at the meetings and proceedings occurring at such meetings. The President may appoint a parliamentarian at any meeting of the Association. The then current edition of Robert's Rules of Order shall govern the conduct of all meetings of the Association when not in conflict with the Act or the Association Documents.

Section 2.8 Record Date to Determine Members; List of Members. The date for determining which Persons are members and therefore entitled to vote ("Record Date") shall be the close of business on the day before the effective date of the notice to the members of the meeting, unless the Board of Directors shall determine otherwise. The Board shall not fix a Record Date more than seventy days before the date of the meeting or other action requiring a determination of the members, nor shall the Board set a Record Date retroactively. At least ten days before each meeting, the Secretary shall make a complete list of members, with the address of each, available for review by the members before and during the meeting. The list shall be current as of the Record Date.

ARTICLE III MEMBERSHIP AND VOTING

Section 3.1 Members and Voting Rights. The voting rights of the members of the Association shall be as set forth in Article VI of the Articles of Incorporation and in Sections 2.3 of the Declaration, or as elsewhere provided.

Section 3.2 Additional Provisions Governing Voting.

(a) **Association Votes.** If the Association is an Owner, the Association shall cast its votes with the majority with respect to any Lot it owns and, in any event, such votes shall be counted for the purpose of establishing a quorum.

(b) **Multiple-Person Owners.** Since a member may be more than one Person, if only one of such Persons is present at a meeting of the Association, that Person shall be entitled to cast the member's votes. If more than one of such Persons is present, the vote appertaining to that member shall be cast only in accordance with unanimous agreement of such Persons, and such agreement shall be conclusively presumed if any of them purports to cast the vote appertaining to that member without protest being made forthwith to the person presiding over the meeting by any of the other Persons constituting such member.

(c) **Voting Certificate.** If a member is not a natural person, the vote by such member may be cast by any natural person authorized by such member. Such natural person must be named in a certificate signed by an authorized officer, partner or trustee of such Person and filed with the Secretary; provided, however, that any vote cast by such natural person on behalf of such member shall be deemed valid unless successfully challenged prior to the adjournment of the meeting at which the vote was cast. Such certificate shall be valid until revoked by a subsequent certificate similarly

executed and filed. Wherever the approval or disapproval of a member is required by the Association Documents, such approval or disapproval may be made by any Person who would be entitled to cast the vote of such member at any meeting of the Association.

(d) Delinquency. The Board of Directors of the Association may suspend the voting rights of any Member subject to assessment under the Declaration during the period when any shall remain delinquent, but upon payment of such assessment, the voting rights of such Member shall automatically be restored.

Section 3.3 Manner of Voting.

(a) At a Meeting. Voting by members at a meeting shall be by voice vote (except for the election of directors which shall be by written ballot) unless the presiding officer determines otherwise or any member present at the meeting, in person or by proxy, requests, and by a Majority Vote the members consent to, a vote by written ballot indicating the name of the member voting, the number of votes appertaining to such member, and the name of the proxy of such ballot if cast by a proxy. There shall be no cumulative voting.

(b) By Referendum. In the sole discretion of the Board of Directors, election of directors requiring a vote of the members may be submitted to a referendum of the members on a ballot, by mail or at polling places. Ballots shall be returned to the Secretary by the date specified on the ballot. The Board of Directors shall determine the method of voting, the form of all ballots, the deadline for return of ballots and the number and location of polling places, if any.

(c) Advisory Referendum. The Board of Directors may include on any ballot questions on which it seeks an advisory vote. Members may suggest questions for an advisory vote which shall be evaluated by the Board for consistency with the exercise of its duties and responsibilities and with the Association Documents. In any advisory vote, each such question on a ballot shall indicate that the vote is for advisory purposes only.

Section 3.4 Proxies. A vote may be cast in person or by proxy. A proxy may be instructed (directing the proxy how to vote) or uninstructed (leaving how to vote to the proxy's discretion). Only instructed proxies may be granted by any member to the managing agent. No Person other than the Declarant, a Mortgagee, the managing agent or an Officer shall cast votes as a proxy for more than five Lots not owned by such Person. Proxies shall be in writing, shall be dated, shall be signed by the member or a Person authorized by the member (or in cases where the member is more than one Person by or on behalf of all such persons), shall be valid for eleven months unless a longer time period is provided in the proxy and shall be filed with the Secretary. Such proxy shall be deemed revoked only upon actual receipt by the person presiding over the meeting of notice of revocation from the member.

Section 3.5 Election Procedures.

(a) Elections Committee. At least thirty (30) days prior to each meeting of the Association at which directors are elected by members, other than the Class D Member, the Board of Directors shall appoint an Elections Committee consisting of a member of the Board whose term is not then expiring and at least two other persons who are not members of the Board. Notwithstanding the foregoing, as the discretion of the Board of Directors, the requirement of an Elections Committee need not be implemented for the first election following the Declarant Control Period. The Elections Committee shall develop election procedures and administer such procedures as are approved by the Board providing for election of directors by ballot of the members at annual meetings and, where appropriate, special meetings.

(b) Nominations. Persons qualified to be directors may be nominated only by submitting an application to the chairman of the Elections Committee at least (25) twenty-five days before the meeting at which the election is to be held. Such application shall be signed by at least three other Owners and either signed by the nominee or accompanied by a document signed by the nominee indicating a willingness to serve as a director; provided, however, that nominations may be made from the floor at the meeting at which the election is held for each vacancy on the Board of Directors for which no more than one candidate has submitted an application. The nominee must either be present and consent to the nomination or have indicated in writing the willingness to serve.

(c) Exception During Declarant Control Period. Notwithstanding any other provision of this Section, the requirements under (a) and (b) above do not apply during the Declarant Control Period because the Declarant appoints the Board of Directors.

ARTICLE IV BOARD OF DIRECTORS

Section 4.1 Powers and Duties of the Board of Directors. The business and affairs of the Association shall be managed by the Board of Directors appointed by Declarant or elected in accordance with the procedures set forth in Article VII of the Articles of Incorporation and Article 3 of these Bylaws. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not required by the Act or the Association Documents to be exercised and done by the members. The Board of Directors shall delegate to one of its members or to a Person employed for such purpose the authority to act on behalf of the Board on such matters relating to the duties of the managing agent (as defined in Section 5.3 hereof), if any, which may arise between meetings of the Board as the Board deems appropriate. In addition to the duties imposed by any other provision of the Association Documents or by any resolution of the Association that may hereafter be adopted, the Board may perform the following duties and take the following actions on behalf of the Association:

(1) Provide goods and services to the members in accordance with the Association Documents, and repair, replace and maintain all Common Areas,

Common Site Area and Common Improvements and, to the extent provided in the Declaration, of the Lot unless, at the time of creating the Common Site Area or Common Improvements the responsibility to repair, replace or maintain such Common Site Area or Common Improvements was delegated to a Commercial Owner.

(2) Designate, hire, dismiss and, where appropriate, compensate the personnel necessary to provide for the repair, replacement and maintenance of the Common Area, Common Site Area and to the extent provided in the Declaration of the Lots.

(3) Levy and collect the assessments, deposit the proceeds thereof in depositories designated by the Board of Directors and use the proceeds to carry out the upkeep of the Property to the extent the Association is so authorized by the Association Documents.

(4) Adopt and amend any reasonable Rules and Regulations not inconsistent with the Association Documents.

(5) Open bank accounts on behalf of the Association and designate the signatories thereon.

(6) Enforce the provisions of the Association Documents.

(7) Act with respect to all matters arising out of any eminent domain proceeding affecting the Common Area owned in fee simple by the Association and any other real estate in which the Association has an ownership interest.

(8) Obtain and carry insurance against casualties and liabilities, as provided in the Declaration, pay the premiums therefor and adjust and settle any claims thereunder.

(9) Pay the cost of all authorized goods and services rendered to the Association and not billed to Owners of individual Lots or otherwise provided for in the Declaration.

(10) Acquire, hold and dispose of Lots and mortgage the same without the prior approval of the members if such expenditures and hypothecations are included in the budget.

(11) Charge reasonable fees for the use of the Common Area and Common Improvements owned in fee simple by the Association and for services.

(12) Levy special assessments, including fines and penalties against any Owner and suspend the right of the Owner or other occupant of a Lot, and the right of such Owner's guests, employees, customers, tenants, agents, invitees, permittees and licensees to use the Common Area owned in fee simple by the Association.

(13) Prepare and adopt an annual budget and make assessments against the Owners to defray the Common Expenses of the Association, establish the means and methods of collecting such assessments from the Owners and establish the period of the installment payment, if any, of the annual assessment for Common Expenses.

(14) Borrow money on behalf of the Owners' Association when required for any valid purpose; provided, however, that (except during the Declarant Control Period), either a Majority Vote of members obtained at a meeting held for such purpose or written approval by members entitled to cast more than fifty (50) percent of the total number of votes shall be required to borrow any sum in excess of fifteen (15) percent of the total annual assessment for Common Expenses for that fiscal year and, subject to the Declaration, mortgage any of the Common Area and Common Improvements owned in fee simple by the Owners' Association.

(15) Execute deeds, easements and other instruments affecting title, plats and applications for construction permits, for the Common Area and Common Improvements owned in fee simple by the Association, as may be necessary or desirable in the normal course of the orderly development of the Property, at the request of the Declarant.

(16) Dedicate or transfer any portion of the Common Area owned in fee simple by the Owners' Association or grant easements, rights-of-way or licenses over and through the Common Area pursuant to and subject to the restrictions of the Declaration

(17) Sign a Association disclosure packet or statement of Common Expenses with respect to a specific Lot within fourteen (14) days of the written request therefore and payment of the appropriate fee from an Owner, a contract purchaser or a Mortgagee.

(18) Do anything else not inconsistent with the Act or the Association Documents.

ARTICLE V MANAGING AGENT

Section 5.1 Compensation. The Board of Directors may employ for the purpose of administering the Property a managing agent at a compensation to be established by the Board.

Section 5.2 Requirements. The managing agent shall be a bona fide business enterprise, unaffiliated with the Declarant, which manages projects similar to Broadlands or Southern Walk at Broadlands. Such firm or its principals shall have a minimum of two years experience in real estate community management and shall employ persons possessing a level of competence in the technical skills necessary to proper management of the Property. The managing agent must be able to advise the Board of Directors regarding the administrative operation of the property and shall employ personnel

knowledgeable in the areas of insurance, accounting, contract negotiation, labor relations and property management. Otherwise, the managing agent may be a full-time employee of the Association who shall organize, staff, train and administer the in-house personnel solely to manage the Property.

Section 5.3 Duties. The managing agent shall perform such duties and services as the Board of Directors shall direct. Such duties and services may include, without limitation, the duties listed in Section 4.1, clauses (1), (2) and (3), except for the power to levy, (6), (7), (8), (9), (13), except for the power to adopt an annual budget, and (18). The Board of Directors may delegate to the managing agent all of the powers granted to the Board of Directors by these Bylaws other than the powers set forth in Section 4.1, clauses (4), (5), (10), (11), (14), (15), and (16). The managing agent shall perform the obligations, duties and services relating to the management of the Property, the rights of Mortgagees and the maintenance of reserve funds in compliance with the provisions of the Act and the Association Documents.

Section 5.4 Limitations. Any contract with the managing agent must provide that it may be terminated, without payment of a termination fee, without cause on no more than ninety days written notice and with cause on no more than thirty (30) days written notice.

ARTICLE VI OFFICERS

Section 6.1 Designation and Duties of Officers. The principal officers of the Association shall be the President (who shall also serve as Chairman of the Board of Directors), the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may also elect an assistant treasurer, an assistant secretary and such other officers as in its judgment may be necessary. The President and Vice President shall be members of the Board of Directors. Any officers may, but need not, be Owners, representatives of Owners or directors. Each officer shall perform such duties as are normally associated with such office in parliamentary organizations, except to the extent (if any) inconsistent with the Act or the Association Documents, and shall perform such other duties as may be assigned to such office by resolution of the Board of Directors. If any officer is unable for any reason to perform the duties of the office, the President (or the Board of Directors if the President fails to do so) may appoint another qualified person to act in such officer's stead on an interim basis.

Section 6.2 Election of Officers. After the Declarant Control Period, the officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board. Any officer may hold more than one position; provided, however, that the offices of President, Vice President and Secretary shall be held by two different individuals. Except for death, resignation or removal, the officers shall hold office until their respective successors shall have been elected by the Board.

Section 6.3 Resignation or Removal of Officers. Any officer may resign by delivering written notice to the Board of Directors. Unless otherwise specified, such resignation shall take effect upon the receipt thereof, and acceptance of such resignation shall not be necessary to make it effective. Upon the affirmative vote of a majority of the total Board of Directors any officer may be removed, either with or without cause, and a successor may be elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

Section 6.4 Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The person appointed to fill a vacancy shall serve for the remainder of the term of the officer such person replaces.

Section 6.5 President. The President shall be the chief executive officer of the Association; preside at all meetings of the Association and of the Board of Directors; have general and active direction of the business of the Association subject to the control of the Board; see to the execution of the resolutions of the Association and the Board of Directors; see that all orders and resolutions of the Board are carried into effect; and, in general, perform all the duties incident to the office of President.

Section 6.6 Vice President. The Vice President shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other director to act in the place of the President, on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed by the Board of Directors or by the President.

Section 6.7 Secretary. The Secretary shall keep the minutes of all meetings of the Association and of the Board of Directors; have charge of such books and papers as the Board may direct and as may be required by the Act; give or cause to be given all notices required to be given by the Association; give each member notice of each assessment against such member's Lot as soon as practicable after assessment is made; sign statements as to whether a Owner is in default of his assessment obligations when requested by a purchaser or Mortgagee hereunder; give each member notice and a copy of the Rules and Regulations or amendment thereof; maintain a register setting forth the place to which all notices to members, and Mortgagees hereunder shall be delivered; and, in general, perform all the duties incident to the office of secretary of a corporation organized under the Act.

Section 6.8 Treasurer. The Treasurer shall be responsible for Association funds and securities; keep full and accurate financial records and books of account showing all receipts and disbursements; prepare or cause to be prepared all required financial data, including the statement of Common Expenses required by the Declaration; deposit all monies and other valuable effects in the name of the Board of Directors or the Association, in such depositories as may from time to time be designated by the Board; and, in general, perform all the duties incident to the office of Treasurer.

ARTICLE VII COMMITTEES

Section 7.1 Covenants Committee. The Board of Directors shall establish a covenants committee as set forth in Article IX of the Declaration.

Section 7.2 Other Committees. The Board of Directors may create and abolish from time to time such other committees consisting of two or more persons as the Board may deem appropriate to aid in the administration of the affairs of the Owners' Association. Such committees shall have the powers and duties fixed by resolution of the Board from time to time. The Board shall appoint the chair of each committee, and may either appoint the other members thereof or leave such appointment to the committee chair.

ARTICLE VIII MEETINGS OF BOARD OF DIRECTORS AND COMMITTEES

Section 8.1 Types of Meetings. The first (organizational) meeting of the Board of Directors following the election of Directors shall be held within thirty (30) days thereafter at such time and place as shall be determined by a majority of the directors to elect Officers, appoint committee members and establish the manner of operation of the Board for the ensuing year. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors; provided, however, that after the Declarant Control Period, such meetings shall be held at least quarterly during each fiscal year. Special meetings of the Board of Directors may be called by the President, and shall be called by the President or Secretary upon the written request of at least two directors. Meetings of the Covenants Committee or any other committee or subcommittee of the Association shall be held on an as needed basis. All meetings of the Board of Directors or any Committee shall be open to members as observers, except that the President or presiding officer or chairman of a committee may call the board or committee into executive session on sensitive matters such as personnel, litigation strategy or hearings with respect to violations of the Association Documents. Any final action taken in executive session shall be recorded in the minutes. The Board of Directors or any committee may hold their meetings in the Commonwealth of Virginia or outside the state as the Board may from time to time determine.

Section 8.2 Notice. Notice of meetings shall be given to each director or committee member, as appropriate, personally or by mail, telegraph or telephone, orally or in writing, at least three business days prior to the day named for such meeting. Such notice shall state the place, day and time and, in the case of special meetings, the purpose thereof. No notice of the organizational meeting of the Board of Directors shall be necessary if such meeting is held immediately following the annual meeting.

Section 8.3 Waiver of Notice. Any director or committee member, as appropriate, may at any time, in writing, waive notice of any meeting of the Board of Directors, and such waiver shall be deemed equivalent to the giving of such notice.

Attendance at any meeting shall constitute a waiver of notice of the time, place and purpose of such meeting, unless the director or committee member attends for the express purpose of objecting to the transaction of any business on the grounds that the meeting was not lawfully called or convened and so notifies the person conducting the meeting at or prior to the commencement of the meeting or at or prior to consideration of the matter subject to objection, in the case of a special meeting. If all directors or committee members, as appropriate, are present at any meeting of the Board of Directors or committee member, no notice shall be required and any business may be transacted at such meeting.

Section 8.4 Quorum. At all meetings of the Board of Directors or a committee a majority of the total number of directors or committee members, as appropriate, shall constitute a quorum for the transaction of business, and a Majority Vote while a quorum is present shall constitute the decision of the Board of Directors, unless provided otherwise in the Act, the Articles of Incorporation or the Bylaws. If at any meeting there is less than a quorum present, a majority of those present may adjourn or recess the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice. A director or committee member, as appropriate, who participates in a meeting by any means of communication by which all directors or committee members may simultaneously hear each other during the meeting shall be deemed present at the meeting for all purposes.

Section 8.5 Conduct of Meetings. The President shall preside over meetings of the Board of Directors and the Secretary shall keep the minutes of the meetings and record all resolutions adopted at the meetings and proceedings occurring at the meetings. The chairman of a committee shall preside over the meeting of the committee and may appoint any member of committee to keep minutes. The then current edition of Robert's Rules of Order shall govern the conduct of the meetings of the Board of Directors or committee when not in conflict with the Act or the Association Documents.

Section 8.6 Action Without Meeting. Any action by the Board of Directors or a committee required or permitted to be taken at any meeting may be taken without a meeting if a consent in writing setting forth the action taken shall be signed either before or after such action is taken by all of the directors or committee members, as appropriate. Any such written consent shall have the same force and effect as a unanimous vote and shall be filed with the minutes of the Board of Directors or committee.

ARTICLE IX FIDUCIARY DUTIES

Section 9.1 Execution of Documents. In the discretion of the Board: (1) all agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures or obligations in excess of one-tenth of one percent of the total annual assessment for Common Expenses for that fiscal year, and all checks drawn upon reserve accounts, shall be executed by any two persons designated by the Board of Directors; and (2) all such instruments for expenditures or obligations of one-tenth of one percent or less

of the total annual assessment for Common Expenses for that fiscal year, except from reserve accounts, may be executed by any one person designated by the Board of Directors. Any officer of the Association may be designated by Board resolution to sign a statement of Common Expenses or an Association disclosure packet on behalf of the Association.

Section 9.2 Compensation of Directors and Officers. No salary or other compensation shall be paid by the Association to any director or Officer of the Association for serving or acting as such, but this shall not preclude the payment of salary or other compensation for the performance by such director or Officer of other services to the Association nor shall it preclude the reimbursement of reasonable, ordinary and necessary expenses incurred in serving or acting as a director or Officer.

ARTICLE X BOOKS AND RECORDS

Section 10.1 Maintenance. The Association shall keep books and records as required by Section 13.1-932 of the Act. All financial records shall be kept in accordance with generally accepted accounting principles, but may be on the cash method of accounting, and the same shall be audited at least once a year by an auditor retained by the Board of Directors who shall not be a Owner or an occupant of a Lot. The cost of such audit shall be a Common Expense. The Association shall also file and maintain the annual reports required to be filed with the Virginia State Corporation Commission by Section 13.1-936 of the Act.

Section 10.2 Availability. The books and records of the Association shall be available for examination by the members, their attorneys, accountants, Mortgagees and authorized agents during general business hours on business days upon not less than 5 days prior written notice at the times and in the manner established by the Board of Directors in accordance with Section 13.1-933 of the Act. The list of members required by Section 2.8 hereof shall be available for inspection for a period of ten days prior to any member meeting and at each meeting. Pursuant to the Declaration, all Mortgagees or their representatives shall have the right to examine the books and records of the Association on the same terms and conditions as the members and Owners. The Board of Directors may fix from time to time a reasonable charge to cover the direct and indirect costs of providing any documents to a member, or Mortgagee.

Section 10.3 Accounting Report. Within one hundred twenty (120) days after the end of each fiscal year, the Board of Directors shall make available to all members and to each Mortgagee requesting the same, an itemized accounting of the Common Expenses for such fiscal year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget adopted by the Board of Directors for such fiscal year, and showing the net amount over or short of the actual expenditures plus reserves.

Section 10.4 Fiscal Year. The first fiscal year of the Association shall begin on the date of incorporation and end on the last day of December, unless otherwise

determined by the Board of Directors. Each subsequent fiscal year shall commence on January 1 and end on December 31, unless otherwise determined by the Board of Directors.

ARTICLE XI NOTICES

Except as specifically provided otherwise in the Act or the Association Documents, all notices, demands, bills, statements or other communications under the Association Documents shall be in writing and shall be deemed to have been duly given if delivered personally or by telegraph, teletype or other form of wire or by private carrier or sent by United States mail, postage prepaid pursuant to Section 13.1-810 of the Act, or if notification is of a default or hearing or lien, personally delivered or sent by registered or certified United States mail, return receipt requested, postage prepaid: (1) if to a member, at the address which the member shall designate in writing and file with the Secretary or, if no such address is designated, at the address of the Lot of such member; (2) if to the Association, the Board of Directors or to the managing agent, at the principal office of the managing agent or at such other address as shall be designated by notice in writing to the members pursuant to this section; or (3) if to a Mortgagee, at the address indicated by the Mortgagee in a written notice to the Association. If mailed, such notice shall be deemed to be given when deposited in the United States Mail addressed to the member's address shown in the Association records. If a Lot is owned by more than one Owner, each such Owner who so designates an address in writing to the Secretary shall be entitled to receive all notices hereunder, otherwise, the Owner receiving the notice shall have the responsibility for notifying the other Owners comprising the Owner.

ARTICLE XII AMENDMENTS

These Bylaws may be amended by a Majority Vote of the members if the proposed amendment has been inserted in the notice of meeting or all of the members are present in person or by proxy. Except for Articles 4 and 12 and Sections 2.2 and 2.5 hereof, these Bylaws may also be amended by a Majority Vote of the Board of Directors; provided, however, that the proposed amendment has been inserted in the notice of the meeting. The Board of Directors shall send any amendment to the members within thirty days after adoption. No amendment to these Bylaws may diminish or impair the rights of the Declarant under the Bylaws without the prior written consent of the Declarant. No amendment to these Bylaws may diminish or impair the rights of the Mortgagees under the Bylaws.

The undersigned does hereby certify that the foregoing Bylaws constitute the Bylaws of Southern Walk at Broadlands Homeowners Association, Inc., as adopted by the Board of Directors effective as of September _____, 2001.

_____, Secretary

8.0 Exhibit E: 2005 Southern Walk Survey Results

November 2005 Southern Walk HOA Survey Results

From January 2006 until the present, the SSWHOA Board of Directors and Southern Walk Technology Committee ("SWTech") have been working with OpenBand to remedy specific issues that were rated poorly in the November 2005 SSWHOA Survey. Fulton Research and Consulting (FRC) conducted the survey producing 157 statistical pages of results that have now been distilled into an executive summary. The detailed survey results are available in a PDF format from the SSWHOA Board of Directors. The action items that OpenBand has taken, thus far, to correct the negative aspects are included in this article. There are some issues that are still unresolved, however, the SSWHOA Board members are tracking those carefully.

The 2005 SSWHOA paper survey consisted of 100 questions and was mailed to all members of the Southern Walk Homeowner's Association on November 2, 2005. A total of 179 surveys were completed over a 30-day period for a total response rate of 25%. About 70% of the respondents had lived in Southern Walk for one to three years. Survey percentages were based upon the total number of homes that responded to *each* question, and a balanced 5-point Likert scale was used for each rating question, (1.0 being the lowest score, 3.0 being neutral and 5.0 being the highest score).

For the last half of 2005, OpenBand received an average **overall general satisfaction score**, of **2.9 out of 5.0, which is slightly in the dissatisfied range**: 56 homes (32.4%) were satisfied to extremely satisfied, while 61 homes (35.3%) were dissatisfied to extremely dissatisfied, per the survey.

Of the three services OpenBand offered in the last half of 2005 (Phone/Internet/TV Video), the average **overall value score** (price paid for service) were as follows: **Phone = 3.1 (in the good range), Internet = 2.3 (in the poor range), TV = 2.2 (in the poor range) out of 5.0**. Telephone service was perceived as the best value of the three services, with TV Video service perceived as the worst value. Summaries for each of the three services in 2005 are below.

2005 PHONE SERVICE: was \$18.56 in 2005, plus required basic phone taxes.

Average Satisfaction Score = Local Service 3.6, Long Distance Service 3.5, Special Features 3.2 (all in the "satisfied" range).

For local service, 97 homes (56.4%) were satisfied to extremely satisfied, while 28 homes (16.3%) were dissatisfied to extremely dissatisfied. For long distance service, 50 homes (53.8%) were satisfied to dissatisfied, while 18 homes (19.4%) were dissatisfied to extremely dissatisfied. For special features, 58 homes (43.3%) were satisfied to extremely satisfied and 32 homes (23.9%) were dissatisfied to extremely dissatisfied.

Average Value Score = 3.1 (in the "good value" range) 66 homes (37.5%) scored the phone service value as good to excellent, 62 homes (35.2%) scored phone service value as average, while 48 homes (27.3%) scored the phone service as poor or very poor value in 2005.

SSWHOA residents were relatively positive about the phone service that OpenBand provided in 2005. Overall, phone service received the highest satisfaction score and highest value score of the three services.

In general, although phone service was rated higher than Internet or TV, noteworthy issues mentioned by residents in the 2005 SSWHOA Survey "write-in comments" and reported questionnaire results were:

- . • long distance calling packages and premium phone features were expensive;
- . • residents wanted to opt out in favor of VoIP or cell phones;
- . • residents wanted additional international calling plan rates.
- . • Issues that were experienced by residents on 4 to 7 or more occasions in 2005 were as follows:
 - a. o system problems with special features such as voicemail, caller ID and unpublished phone numbers were experienced by 9 homes (11%);
 - b. o a problem with no dial tone experienced by 10 homes (5.8%);
 - c. o unexpected disconnect experienced by 9 homes (5.2%);
 - d. o quality of reception problem experienced by 22 homes (12.6%);
 - e. o a buzzing noise on the line experienced by 23 homes (13.2%);
 - . • residents expressed an interest in wanting to be included in a larger metro D.C. local calling area (where outbound calls from Southern Walk to D.C., MD, Manassass, Woodbridge, etc. would be considered local calls instead of long-distance calls).

In response to the 2005 SSWHOA survey results, OpenBand made the following changes:

- . • expanded their operations and diagnostics procedures for isolating causes of buzzing noise on the phone line. (Residents are asked to continue creating or reopening a trouble ticket associated with this problem if it continues.)

- In July 2006, introduced new lower-priced long distance calling packages which are overall at least \$1 to \$5 less than the comparable set of Verizon Freedom model phone packages.
- The SSWHOA Board and OpenBand are currently reviewing the model of how South Riding HOA was able to include their residents in the local D.C. calling zone and will get back to the residents on that topic.

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The SSWHOA is still monitoring OpenBand's progress on the voicemail, caller ID, buzzing noise on the line, etc. system glitches: residents are still encouraged to create a trouble ticket number for each technical problem they experience with phone service. The SSWHOA Board and/or the FCC (www.fcc.gov) and/or the Virginia State Corporation Commission (www.scc.virginia.gov) are available to residents as external ombudsmen and intermediaries for long-term unresolved technical phone issues.

2005 INTERNET SERVICE: was \$68.20 in 2005

Average Satisfaction Score = 3.2 (in the "satisfied" range)

76 homes (43.2%) were satisfied to extremely satisfied, while 49 homes (27.8%) were dissatisfied to extremely dissatisfied.

Average Value Score = 2.3 (in the "poor value" range)

Only 31 homes (17.4%) scored the Internet service value as good to excellent, 43 homes (24.2%) scored Internet service value as average, while 104 homes (58.4%) scored the Internet service as poor or very poor value in 2005.

SSWHOA residents were more satisfied with their telephone service than their Internet service. Internet service

received the 2nd highest satisfaction score and 2nd highest value score of the three services, overall.

Noteworthy issues mentioned by residents in the 2005 SSWHOA Survey "write-in comments" were:

- the pricing of the Internet was too high;
- the Internet was too slow;
- a better balance of speed and cost were needed for the community;
- at times the network was not dependable;
- home surge protectors needed to be installed on Ethernet switches;
- community firewall was needed;
- spam blocking for Smartneighborhood email was needed;
- wanted to opt out of Internet or have Internet as a la carte price.
- Noteworthy was that 47 of 91 write-in comments stated that the Internet pricing was too high.

In response to the negative aspects in the 2005 SSWHOA Survey results, OpenBand made the following changes:

- in January 2006, increased their network gateway connection to the Internet for Southern Walk, resulting in current higher speeds.
- in July 2006, lowered their premium service fee for web hosting packages;
- put the network onto a tight monitoring schedule to increase dependability of the Internet connection;
- performed a software upgrade & modified configuration of the servers and the system that manages the servers to improve availability and reliability; a community firewall was installed;
- Home surge protectors were given to all residents by OpenBand.
- OpenBand now offers some spam filters on their email platform: residents must read the FAQs for this feature and initiate their own settings knowing they might risk unintentionally blocking messages other than spam, too. If a resident has a complaint with email spam, the specific spam email should be reported to the Federal Communications Commission (www.FCC.gov) and the Federal Trade Commission (www.FTC.gov) for investigation and prosecution of spam originators.

The issue of pricing is governed by the SSWHOA contract parameters. Residents can not opt out of Internet service at this time, as the SSWHOA fee is a mandatory subscription item. The formula for calculating the Internet rate is defined in the SSWHOA contract. Each year, in September/October timeframe, OpenBand submits their new rate pricing sheet to the SSWHOA Board to notify the Board of their rate increases/decreases. If the SSWHOA Board can find nothing to dispute an increase in rates, OpenBand's proposal for a rate increase for basic services goes into effect in January each year. Residents are reminded that if they have any unresolved Internet technical issue (after trying to resolve the Internet issue directly with OpenBand first), residents may escalate the issue to the SSWHOA Board of Directors.

2005 TV VIDEO SERVICE: was \$58.19 in 2005.

Average Satisfaction Score = 2.8 (dissatisfied) 42 homes (24%) were satisfied to extremely satisfied, while 63 homes (36%) were dissatisfied to extremely dissatisfied.

Average Value Score = 2.2 (poor) Only 18 homes (10.2%) scored TV service as good to excellent value, 55 homes (31.1%) scored it as average value, and 104 homes (58.8%) scored it as poor or very poor value.

SWHOA residents were the least satisfied with their TV service of all three services. TV service received the lowest satisfaction score and the lowest value score of all three services.

Satellite TV: Of 176 homes, 28 homes (15.9%) subscribed to an additional TV service provider (satellite TV). Reasons for choosing an alternate TV provider were (in order of weighted importance): more language programming (15 homes); more sport channels (12 homes); better quality TV signal (8 homes); additional basic level tier channels

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(7 homes); more HD channels (6 homes); more Pay Per View (5 homes); more music channels (2 homes). Of the 28 respondents, 12 homes subscribed to Dish Network and 12 homes subscribed to DirecTV and 4 were unknown.

HDTV: 100 homes (55.9%) watched HDTV in 2005 either every day, nearly every day, 2 to 3 times per day or once a week. 71 homes (41.5%) had not watched HDTV in 2005.

TV service issues that were experienced by respondents at least 4 to 7 or more times in the last half of 2005 were: pixelation (small squares or pixels that disappear/move around the image) (76 homes, 46.3%) primarily on HD channels; complete channel loss/blacking out (66 homes, 39.3%); unusual volume levels among channels (52 homes, 32.5%); double images/fuzziness/ghosting of images (35 homes, 21.3%); channels fading/picture brightening/contrast issues (31 homes, 18.9%); and no TV service at all (21 homes, 12.7%).

Noteworthy write-in comments were:

- . • add more basic channels;
- . • add more HD channels;
- . • add more Pay Per View sports packages;
- . • add more PPV HD; add more language channels;
- . • add Public Access education and local government channels;
- . • add some religion channels;
- . • add some more news channels;
- . • add Video on Demand;
- . • improve picture quality of HD channels (pixelation, blackouts);
- . • need to improve the picture quality of analog channels;
- . • need to improve basic local channel picture quality;
- . • picture signal quality not as good as satellite or other cable provider (several mentions of this);
- . • improve analog channel TV signal quality or convert to all digital; overall TV quality improvement needed;
- . • update the TV programming guide; and need to maintain accuracy of the Zap2It guide;
- . • add new DVR features;
- . • improve current DVR features and performance (audio playback and simultaneous recording/watching is a problem, at times);
- . • equipment fees are too expensive compared to other providers;
- . • lower the price of TV;
- . • price of basic TV and premium services are too high for quality of analog signal;
- . • pricing needs to be more "real market" competitive (i.e. compete with satellite TV pricing which is a real alternative in other neighborhoods, etc.);
- . • should provide more channels for the current price that residents pay (price too high for what little is offered);
- . • allow an "opt out" option;
- . • fix the channel volume problem.

Of 195 write-in comments, 53 comments referred to adding channels to the lineup; 43 referred to improving quality of TV picture signal; 37 referred to lowering the TV pricing; 28 referred to problems with HD picture quality; 23 referred to adding more sports channels; 9 referred to issues that needed to be fixed with the equipment boxes.

Thus far, OpenBand has done the following to remedy some negative aspects in the SWHOA Survey:

- . • in January 2006, added the following new HD channels to their line up: NFL HD, TNT HD, INHD1, INHD2.
- . • in July 2006, OpenBand lowered some of their premium service TV fees (the HD TV tier fee, and the bundled DVR equipment/service fee);
- . • updated their Zap-to-It online TV guide with Tribune Media Services;
- . • introduced a new local weather radar channel in the basic tier line up;
- . • launched InDemand Sports PPV with season subscriptions for MLB, MLS, NBA and NHL;

.
• created a new online account management tool where customers can vote or suggest new channel programming requests via the Customer Care Account Management web site portal. (Customer can log into their online customer care accounts and select the “Quick Links” drop down box for “New Programming Requests” and follow the instructions.

Several outstanding TV issues are being closely monitored by the SWHOA Board and by the Loudoun County Cable and Open Video Systems Commission and are awaiting resolution. Because OpenBand has a Loudoun cable franchise agreement, the Loudoun County Cable and Open Video Systems Commission (www.loudoun.gov/pio) are available to residents as an external ombudsman for long-term unresolved cable TV video issues.

2005 CUSTOMER SUPPORT:

Average Satisfaction Score = 3.0 (neutral) 58 homes (38.4%) were satisfied to extremely satisfied, 51 homes (33.8%) were neutral, while 42 homes (27.8%) were dissatisfied to extremely dissatisfied.

Noteworthy issues in the 2005 SSWHOA survey were:

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- . customer hold waiting timeframe was very long;
- . call center needs stronger technical staff available during weekends/holidays;
- . customer support desk should automatically provide refund/credit (for service outages) to customer accounts without the customer having to request it;
- . faster follow-up/call-back needed;
- . better customer service representative (CSR) training needed;
- . customers were not instructed (nor were they certain) how to create a trouble ticket;
- . customers did not know what a trouble ticket was;
- . trouble tickets were closed out too soon before problem resolved;
- . CSRs need to proactively create trouble ticket for each event (they didn't in 2005, one had to ask the CSR to create a new trouble ticket, otherwise ticket would not be created for the problem event);
- . Initial service activation fee was too high (\$11 for new homes, \$149 for resale homes);
- . took 3 weeks to get replacement cable box;
- . Customer Care Account Management website portal had some software errors, online literature was out-of-date and more tech literature was needed online.
- . On the flip side, write-in comments also said some good comments (which was unusual with write-ins): customer service much improved over past 6 months, people are friendlier, thank you.

To remedy the negative aspects of the 2005 SSWHOA Survey results, OpenBand made the following changes:

- . lowered their service activation fee for homeowners moving in after May 1st, 2006 (\$99 for new homes, \$45 for resale homes);
- . revamped their call center procedures, expanded their customer service desk personnel for tier levels 1 and 2 and improved their escalation procedures path to better help residents with problem resolution;
- . extended technician dispatch hours into early evening hours;
- . began making an effort to communicate with residents via the newsletter recently;
- . recently have been upgrading their Customer Care Account Management website portal with error fixes, new features and better navigation tools and documentation.

There is more work to be done to improve the Customer Care Account Management site, and residents are encouraged to give feedback either directly to OpenBand or to the SSWHOA Board members regarding what should be updated/corrected/changed on the website. In addition, the Loudoun County Cable and Open Video Systems Commission would like to know of any cases when trouble tickets have not been created for an outage/service event, or when trouble tickets have been closed out too soon before the problem has been resolved properly.

Conclusion:

OpenBand has made progress (as seen above) and still has some more work to do to improve items that were viewed as negatives in the 2005 SSWHOA Survey results. While OpenBand is working to improve their weak areas, the SSWHOA Board of Directors and Southern Walk Technology Committee (SWTech) and external ombudsmen agencies are monitoring the progress. The 2005 SSWHOA Survey has been and continues to be a rich, valuable source of information revealing how OpenBand can improve their products, services and pricing. The SSWHOA Board of Directors wish to thank all the residents who participated in that survey for their honest feedback, without which the Board would never have known what areas OpenBand could improve to make Southern Walk a better place to live and play. We ask all Southern Walk residents to please continue submitting their feedback and their ideas to the Southern Walk HOA Board of Directors, the SWTech Committee, and to OpenBand, on a continual basis, to help improve this community's technology service and pricing for the future.

Reminder:

- . OpenBand customers should receive a trouble ticket number each time they call customer service or each time they complete a trouble ticket online. The only way to track OpenBand issues is if there is a trouble ticket number assigned to the problem event. For all OpenBand issues, please ask for a trouble ticket number when calling OpenBand at 1-866-673-6226 or 703-961-1110. Customers may also create and track their own trouble tickets online. To create a trouble ticket online, an OpenBand customer may go to <http://support.openband.net>, log in to his/her own customer care account, click on the Support tab, and click on the link "Submit New Problem".
- . For long-term unresolved **TV service** issues, residents may contact the SSWHOA Board of Directors, the SWTech committee, and/or the Loudoun Cable and Open Video Systems Commission (www.loudoun.gov/pio). Have your trouble ticket number and documentation

ready.

- . • For long-term unresolved problems with the **telephone service**, residents may either contact the SSWHOA Board of Directors as an intermediary, and/or residents may contact the FCC (www.fcc.gov) and/or the Virginia State Corporation Commission (www.scc.virginia.gov) for external help. Have your trouble ticket number ready.
- . • For unresolved problems with the **Internet service**, residents may contact the SSWHOA Board of Directors.
- . • For long-term unresolved problems with **spam email**, residents can contact the FTC (www.ftc.gov) and/or the FCC.

It is recommended that all customer complaints are documented. Thank you.

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Full Results can be accessed at <http://www.broadlandshoa.org/committees/openband/survey.pdf>